CONTENTS.

SOLICITORS' JOURNAL.

For Reporter Contents see page 2 of Supplement.

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ANSWERS TO CORRESPONDENCE.

"A Subscriber,"—in our next.

For want of space we have been obliged to hold over many letters from correspondents.

We must decline, for various reasons, inserting a "Solicitor's letter;" we can, however, state that the company alluded to has not been brought out under the auspices of the Credit Mobilier, Limited, one of our large financial associations.

Letters intended for publication in this Journal must be authenticated by the name of the writer, though not necessarily for publication.

The Solicitors' Journal.

LONDON, JULY 2, 1864.

AT THE MEETING OF THE BAR held yesterday to consider the report of the Committee for Amending the Present System of Reporting, after some amendments, it was moved by Mr. Wordsworth, Q.C., and seconded by Mr. Malins, Q.C., that the meeting be adjourned till November.

THE "TIMES" OF THURSDAY, in an article displaying more acquaintance with the subject, and less arrogance, that it is usual to find in the leading columns of that journal, takes up the question discussed on Wednesday in the House of Commons at Mr. Smith's instance, in reference to the long promised "Palace of Justice:" and the more trustworthy portion of the same publication contains the following practical illustration of the state of our existing courts. The scene is the Second Court at Guildhall, where the after term London sittings of the Court of Queen's Bench are being held:—

Mr. Justice Mellor sent the usher to stop the hammering of the carpenters in the hall, saying that if the noise was not discontinued he must adjourn the case. If he had the windows opened they could not hear the proceedings of the court for the noise without, and if he had them closed they were nearly suffocated. It was almost unbearable.

Instances such as this, and the truly disgraceful and painful scene which we described a fortnight ago,* sufficiently dispose of the question of *existing grievance*. The idea of Mr. Selwyn, that no reform of the common law courts is required, and that the mere substitution of more commodious buildings for the "beehives" at present occupied by Vice-Chancellors Stuart and Wood would meet the requirements of the courts of equity, is too preposterous to need more than to be stated. Even if *concentration* were not in itself a first object, (and we maintain that without such concentration any improvement which may be made will be but an impediment to proper reform,) it is impossible that the present state of things can be allowed to continue. Any one who will read the speeches of Mr. Smith and Mr. Malins on the occasion in question, and will consider what is implied in the descriptions he will there find of the state of things at law and in equity, will see that this must operate as a serious hindrance to the administration of justice.

Setting the common law courts aside for a moment, the equity judges require not less than four new courts, (two for each of the Vice-Chancellors at present confined in cells, and two, to be common to all six courts, in which jury cases could be heard with some show of decency, not to say comfort,) besides completely new sets of chambers in connection with the courts, for all the judges except the Master of the Rolls, who seems to be pretty fairly off in this respect.

Then the common law courts require to be completely re-built and re-modelled, and there is no possibility of this being done at Westminster Hall, where there is neither space nor power of proper arrangement; to say nothing of the absurdity of having the courts in one place, the judges' chambers in another nearly two miles off, counsels' chambers in a third, and the offices in yet a fourth.

The Lord Chancellor, we are informed, lately told a deputation from the registrar's office that he hoped soon to see them "sumptuously lodged" in a palace of justice; we trust that his Lordship may not be constrained to say, with the orator of old, "*quæ spes me fefellit.*"

THE POSITION IN WHICH jurors on the London and Middlesex lists who attend the court are placed by the systematic avoidance of their duty by others, is becoming a most serious question. Every day we hear of complaints being made by jurymen who were obliged to serve, while others who were in court by not answering to their names when called escaped the duty.

On Wednesday last this nuisance had reached such a pitch that Mr. Justice Byles said he would direct the names of those jurors who had not served to be called the next day, and that if they did not answer they would be fined. As no complaints were made on Thursday, we presume that this had the desired effect.

On the same day an even more extraordinary case of default occurred in the Queen's Bench sitting at Guildhall. A person named Clarke, who had been on the jury on the previous day, in a case which had been then part heard only, did not answer to his name in the morning when called. The counsel said they were willing to go on with eleven jurymen, but Mr. Justice Mellor said that that was all very well, but the result of the adoption of that plan had been that jurors were getting lax in their attendance, thinking that they might stay away with impunity. The juror afterwards came into court, and upon being asked what excuse he had to offer he said he could not come earlier, because he kept the Boar's Head public-house, and had to attend to some customers. The learned judge said, "Do you suppose that every one must wait while you are attending to some customers? It is a most futile excuse: you must be fined £5."

We trust that cases such as these will be a warning to the jurors who so unfairly throw on others the work which they ought to undertake, and that there may be less ground for such complaints for the future.

A JUDGMENT of some interest to all persons having dealings in the city of London was pronounced by Vice-Chancellor Wood, on Tuesday last, in the case of *Nelson* v. *Barter*. The plaintiffs were underwriters at Lloyd's, who had filed a bill for interpleader under the following circumstances. They had underwritten a policy in favour of the defendant Wilson, for £600, and, on the ship being lost, Wilson had brought an action on the policy, and obtained a verdict, subject to leave reserved to the underwriters to move for a new trial or to have the verdict entered for them. After the verdict, and before the motion was disposed of, they received notice from the defendants Early & Smith that Wilson had assigned the benefit of the policy to them. After this

* 8 Sol. Jour. 647.

notice, but still before judgment in the action, the defendant was attached at the suit of the defendant Barter by a foreign attachment issuing out of the Lord Mayor's Court. On being served with the attachment, they wrote to Early & Smith's solicitors, giving them notice thereof, and offering to defend the garnishee suit at their (Early & Smith's) risk. These defendants, however, refused to have anything to do with the question, whereupon the underwriters suffered judgment in the Lord Mayor's Court to go by default, and filed this bill to compel the three sets of defendants to interplead. A preliminary difficulty was experienced in obtaining the ordinary affidavit against collusion, the plaintiffs being six in number, two of whom were in Ireland, one in Yorkshire, and two seriously ill. Under these circumstances, the Vice-Chancellor permitted the bill to be filed on the affidavit of the solicitor merely, but instead of granting the injunction, as usual, at once, made only a temporary order, intimating, at the same time, that unless the necessary affidavits were obtained pending this order, he should refuse to extend it.

Before the expiration of the *interim* order, the defendants Wilson, Early, & Smith, demurred to the bill, on the ground that a debt, the subject of an action in one of the superior courts, was not attachable by the custom of London, and that the underwriters ought therefore to have appeared and defended the action in the Lord Mayor's Court, and that, not having done so, it was their own fault that they had two judgments against them.

The Vice-Chancellor overruled the demurrer on the ground that the plaintiffs were, supposing the demurring defendants to be right in point of law upon the question of the custom, mere trustees for Early & Smith; and that, therefore, it was the duty of these defendants to defend their own claim in the City Court, or to indemnify the plaintiffs if they did so for them; and that, not having done so, it was their own fault if they were hampered with an interpleader suit. It had been argued that the case was so plain that there was no colour of claim in Barter that the plaintiffs should have disregarded the attachment; but that was not so; his Honour, indeed, thought that it would turn out that the debt was not, under the circumstances, attachable, but it did not appear ever to have been decided not to be so with such clearness and precision as to warrant the defendants in saying that it was an obviously futile claim. The case is interesting:—

First, as establishing a precedent for the course to be pursued in cases where there is a temporary difficulty in getting the necessary affidavit from the plaintiffs.

Secondly, as distinctly laying down a point as to the rights of a debtor threatened with a double demand which, though perfectly consonant with principle, and indeed flowing almost necessarily from the view taken in equity of the position of a trustee, does not seem to have been ever before made the distinct ground of a decision; and

Lastly, as furnishing, or rather promising hereafter to furnish, some further elucidation of the custom of the city of London as to foreign attachments, about which we have heard it said, rightly or wrongly, that "there is but one man in England" (Mr. Brandon) "who knows what the custom really is, and he does'nt."

On the occasion of the withdrawal of the County Courts Acts Amendment Bill, Lord Brougham is reported to have said that he was heartily rejoiced at the announcement of the bill being withdrawn. It was needless to speak of its fate in the other House, as it never could have been passed though that House. The Lord Chancellor had spoken of the opinions which he had received from all quarters. He would affirm that those opinions were ninety-nine in a hundred against the main feature of the bill, its depriving the county courts of the power of commitment, and thus closing these courts altogether. He (Lord Brougham) must be pardoned for feeling anxious on this subject, having originated in the other House the measure which established these courts, and renewed the subject in that one as soon as he had a seat in it.

That his Lordship feels the warmest interest in the county courts we can easily believe, not merely as the oldest and most consistent advocate for cheap law in the country, but also from the proverbial affection of a father for his own offspring; but we cannot believe that this interest—or if you will, partiality—would lead so veteran a reformer either to oppose a proved amelioration of the law, because it affects or seems to affect his particular hobby; or to be blind to the merits of an alleged amelioration, because it does not emanate from himself.

On Friday the 24th ult., at Willis's Rooms, the Prince of Wales, as President of the Society of Arts, distributed the prizes given by that Society for the encouragement of arts, manufactures, and commerce. The occasion was interesting to lawyers because the Society of Arts are trustees of Dr. Swiney's bequest under which "a silver cup of the value of £100 with gold coin in it to the same amount" is awarded every fifth year to "the author of the best published treatise on jurisprudence;" and this prize having been awarded in the present year it was presented by the Prince of Wales along with the prizes given by the Society. It has been already stated in these columns that the Swiney prize was adjudged to Henry Sumner Maine, Esq., LL.D., Barrister-at-law, formerly Regius Professor of Civil Law in the University of Cambridge and afterwards Reader on Jurisprudence and Civil Law at the Middle Temple, and now member of the Legislative Council of India, for his work on "Ancient Law." As Dr. Maine is absent in India performing his duties as Legal Member of Council the prize was delivered on his behalf to his brother the Rev. Lewin George Maine. The delivery, however, was rather signified than actually performed, as neither the Prince of Wales nor Mr. Maine appeared inclined to incur the risk of a catastrophe by lifting from the table on which it stood a tall silver cup, covered by a taller case of glass. In another respect, also, the performance fell behind the programme, for the one hundred sovereigns were not displayed to view, but the cup had its cover on, and, indeed, contained nothing, as the lodging of a cheque at a bank was substituted for that visible delivery of coin which Dr. Swiney contemplated. The presentation of the prize was prefaced by a speech by Mr. W. H. Bodkin, Assistant-Judge at the Middlesex Sessions, and a member of the Society of Arts. It had been understood that this duty of introducing the subject would be performed by Vice-Chancellor Sir William Page Wood, whose judicial occupations, however, prevented him from attending. Mr. Bodkin was, perhaps, not quite accurate in one part of his speech, which appeared to imply that Dr. Maine, along with other writers, had submitted his work to the council of the Society, in competition for the prize. This was not so; the award of the prize was quite unsolicited by Dr. Maine, and his friends believe that the first he heard of the matter was the announcement of the award.

There was need perhaps of some introductory speech to explain how the presentation of a prize for a legal treatise could properly find a place in the transactions of a day devoted to rewarding, by prizes mostly of £5 and under, proficiency in art-workmanship in various materials, and in arithmetic, book-keeping, history, and other branches of ordinary education. The Albert gold medal presented to Sir Rowland Hill, K.C.B., for "eminent services to all classes of the community" by his postal reforms, did, however, recognize the same kind of merit as may be claimed for the author of the work which has gained the Swiney prize. It is true that the service rendered to the community by Sir Rowland Hill could be much more easily made intelligible to the crowded

audience at Willis's Rooms than could the service rendered by Dr. Maine. But, nevertheless, it is a great public benefit to have attention strongly called to the beauty and utility of a simple and intelligible system of law, and to have a course of study indicated by which English lawyers may acquire both the will and the power to approximate towards such a system. Dr. Maine's book affords an example of the pursuit with marvellous assiduity and success of that course of study which must be pursued to some extent by every one who pretends to the character of an accomplished lawyer. As professor at Cambridge, and reader at the Inns of Court, Dr. Maine has done more perhaps than any other man to encourage and assist students in this line of reading; and he has shown, by publishing his book on "Ancient Law," what great results may be attained by diligence and ability in prosecuting it. But perhaps the merit of this book, which admits of being most readily described, is the clearness and elegance of its style. When it is considered how barbarous and unintelligible is the usual style of English law, and of too many books which treat of it, there can be little question about the value of an experiment which proves that it is possible to discuss legal subjects without sacrificing the characterisics of what is usually called good writing. But, besides its style, Dr. Maine's work has this claim to the notice of a body professing to recognise services to the community—viz., that it sets before lawyers, simplicity and harmony, or what the Roman jurisconsults called "elegance," as the objects to be aimed at in constructing or improving a legal system, and it at the same time suggests that these objects should be pursued for the sake of promoting the general good of society, which is the highest aim of law. It would appear, therefore, that there are sufficient, although not immediately obvious, reasons why the Society of Arts should be trustees of the Swiney Prize.

THE COMMITTEE appointed at the Bar meeting on the 2nd of December last, to prepare a plan for the amendment of the present system of preparing, editing, and publishing the reports of judicial decisions have at length, after seven months' deliberation, presented their report, and a meeting of the Bar was held yesterday evening, at four o'clock, for its consideration. We are obliged to go to press without having had an opportunity of hearing what took place thereat; but we hope, for the credit and respectability of the bar, that this meeting will have been more patient, and that speakers, on all sides, will have received more courtesy and attention, and, let us add, have been less long-winded than was the case at the meeting in December, at which the committee was appointed, when the later speakers found to their cost that they were very much in the pitiable position ascribed to Edmund Burke, who

"talked of dividing when men thought of dining."

We consider this a grave question; because the scheme propounded will, if as successful as can possibly be hoped, or feared, merely afflict the profession with an "eighth plague;" and will, if it should be attempted, and, as is not unlikely, prove at no distant period a failure, materially derange the existing system of reporting in this country without offering the profession any equivalent.

The first thing that strikes us on reading the report is the absence of the signatures of the leaders of the common law bar (other than Sir Fitzroy Kelly and Mr. Serjeant Pulling) who were placed upon the committee. We look in vain at the foot of the report for the names of the Solicitor-General, Mr. Smith, Mr. Denman, and Mr. Mellish. If we are not misinformed, however, there was little unanimity either among the absent members or the signataries to the report.

Mr. Denman, as is well known, has been throughout the consistent advocate of the fullest free trade in reports, and he refused to set his hand to a report which proposed to inaugurate a scheme in any way tending to interfere with that free trade. Mr. Montague Smith, on the contrary, withheld his signature because the proposal to give to the projected reports that priority of audience, which some persons, somewhat absurdly, claim for the present so-called "authorized" reports, was not adopted.

Unquestionably the most interesting and valuable portion of this document is the report of what we may call "Mr. Denman's sub-committee," in which he informs us of the course of proceeding in various other countries of Europe and the United States of America:

In France every judicial decision is in writing, and when the signature of the president of the tribunal has been affixed to it, it is entered on the register of the Court, and it is competent for anyone to make from the register a selection of such decisions for publication. The collections of decisions by Sirey and Dalloz and Ledru Rollin have been thus prepared, and these works are not official publications any more than any series of English law reports.

In Norway and Sweden, as in France, the records of the courts supply ample material for the preparation of books of reports or collections of decisions, and such publications are left wholly to free trade.

In Denmark it is competent for anyone to take down, print, and publish a report of cases and decisions of which he has himself taken notes, but the only authentic version of judicial proceedings is the entry in the *Tombisticol* under the hand of the judge; from which cases, which may serve as precedents, are made by directions of the courts, though it would seem that other selections, made by competent private publishers, would be received with equal attention.

In Italy authentic minutes of judicial decisions are duly entered in the register of the court; and compilations of the principal decisions of the four superior courts of cassation at Milan, Florence, Naples, and Palermo, are published by voluntary editors, whose province it is to make a proper selection of cases for publication, and to give analyses of them in the head and marginal notes. These compilations only so far receive the protection of the State that a certain number of copies are subscribed for out of the public treasury.

In the United States of America the judgments are generally in writing, and in most of the states, and in the Supreme Court of the United States, there are now official reporters generally appointed by the State, remunerated by salary as well as by a portion of the profits of the publications. In the Superior Court of the city of New York, the judges publish the reports of their own decisions, choosing an editor from among themselves. The official publication rarely appears for many months after the judgment is pronounced, and until that time publications called the *Law Reporter* and *Law Journal* are referred to, but do not profess to give more than the most important cases.

In a previous number of this Journal* we gave an authentic account of the numerous complaints made of the American system of reporting, and showed that neither in the United States nor in Canada does the exclusive system of reporting give satisfaction to the profession or the public. The article in question is too long for extract, but we earnestly recommend it to the consideration of those of our readers who are, (and which of them are not?) interested in this subject.

In order that our readers should understand this report of the committee, it is necessary to premise that the grounds of complaint against the present system are five in number—viz., 1, expense; 2, prolixity; 3, delay and irregularity in publication; 4, imperfection as a record; 5, multiplicity of reports of the same cases; and 6, reporting cases indiscriminately without reference to their utility as precedents, because, if published by rivals, the omission might prejudice circulation and diminish profits.

Now let us see how the committee propose to remedy these evils.

The new reports are to be under the control of a council appointed by the several bodies following—viz., Lincoln's-inn, the Inner Temple, the Middle Temple, the Incorporated Law Society, and (in case the Consolidated Fund give a guarantee for salaries) the Lord

* 3 Sol. Jour. 693.

Chancellor, two each; Gray's-inn and Serjeant's-inn, one each. Besides which, the Attorney and Solicitor-General and the Queen's Advocate are to have seats *ex officio*.

Why the Bench of Gray's-inn are to be represented by but one member does not clearly appear: not because they bear less of the expense, for it is not proposed to charge the revenues of any of the Inns with a single shilling required for the purposes of the reports; and assuredly not because that bench is less worthy of the confidence of the Bar than those of the other Inns, as a glance at the names of which it is composed will abundantly testify.

We say "not one shilling required for the purposes of the reports" because, with singular absurdity, the only expenses which the Inns propose to guarantee are those required for the comfort and convenience of this council, who not only are *not* required for any such purpose, but are actually proposed to be invested with arbitrary authority over the reporters and editors, without either they themselves, or any person or body whom they represent, being liable in any manner for one single penny of the expenses and salaries talked of so magniloquently in the report.

We can understand that a proprietor, or body of proprietors, whose money is at stake, and who pay their workmen, should exercise control and supervision over those workmen; but that any body of self-appointed men should expect to find others ready and willing to work under their control, but *entirely at their own risk*, argues an amount of arrogance or of ignorance of human nature of which we should not have supposed that gentlemen holding such deservedly high positions as the members of this committee do could possibly have been guilty.

The proposal, moreover, which is to be made to the Lord Chancellor, in return for which he is to have two-fifteenths of the patronage, is so rich and full of meaning that we state it in full in the words of the committee.

In the 25th paragraph of the report we read the following:—"Authority shall, if possible, be obtained for the payment out of the Consolidated or Suitors' Fund of the first moiety of the salaries of the editors and reporters, the same to be repaid out of the prices of the copies supplied to the Government, and, so far as that may be insufficient, out of the proceeds of the sale of the reports as hereinafter mentioned."

Why the Lord Chancellor is to subject the public funds to this liability, for the purpose of obtaining a right of patronage which the Inns propose to keep to themselves *for nothing;* or why, having undertaken to find all the pay, (should he do so, of which we do not entertain the slightest apprehension,) he should not also appropriate all the control, and be himself the *ex officio* council over *his own* paid reporters, (for such they would be,) the committee do not deign to say, nor it is necessary that they should, for the idea is too preposterous to claim serious notice, and no Chancellor is likely to be found in England silly enough to be caught by so transparent a trap.

The reports are to be prepared by reporters under the supervision of editors. The present reporters are to have the offer of these reporterships, which, of course, implies that they are to give up their present positions. Do the committee imagine that any of the present reporters will, without any countervailing advantage, condescend to work under the supervision of editors? If not, where is the council to get reporters? Mr. Daniel must then have recourse to the Bar at large, whose members he has already denounced as unfit for the post, and whose degree of barrister confers, as he says, no qualification as reporters.

The committee propose that the common law and equity reports shall be published monthly, and the appellate as often as shall be found convenient, and they reserve the power of establishing a weekly set of reports. If they can effect no greater change than this, why disturb the present state of things? why introduce a new set of reports? filling at best the places already occupied by the *Law Journal* and the *Weekly Reporter*, whose prices together amount to little more than the one set of reports proposed by the committee is to cost?

And then, if the reserved power be exercised, additional expense will be incurred and additional charges made—in fact, the committee see that without the weekly issue it may become necessary, and we may add our own assurance that it will, to increase, perhaps to double, the price of the reports, so that the subscribers may find themselves called upon to pay double what is now proposed, and nearly double the price of the *Law Journal* and *Weekly Reporter* together.

Will they, in the face of this risk, withdraw their subscriptions from the *Law Journal* and *Weekly Reporter* and thus risk the destruction of two admittedly most useful publications to aid a new birth of doubtful expediency, and whose ultimate success is very problematical?

We repeat that the new reports cannot be published at the prices proposed. Let us look at the committee's own calculations. They propose an expense for services of editors and reporters alone amounting to £10,700 a-year. A fair sum to begin with, without allowing one halfpenny for printing, paper, advertising, &c. The most important part is the payment of this large sum, and here the committee feel the difficulty, for, after holding out these golden hopes to editors and reporters, they beat a retreat when they come to deal with the remuneration, for they only purport to provide for the payment of one moiety by equal quarterly payments (and for this payment they give no security whatever), while they refer the editors and reporters for the other moiety at the end of each year to the profits of that year, *so far as the same may be sufficient for the purpose*. The latter are significant words, and we doubt not the proposed reporters will understand them.

Now let us see how this £10,000 a-year is to be made up. First, there must be 2,500 copies sold. Where are the subscribers to come from? Not from the subscribers to the *Law Journal* and *Weekly Reporter*, who will not be likely to abandon two good "birds in the hand" for one of very doubtful plumage still "in the bush;" not from the ranks of the bar, who do not reach the requisite number (if we exclude those who are certain not to buy any reports at all); not from the general public, who do not care to pay for what they could not use; not from the growing generation of new practitioners, for the demand is sudden and immediate.

Where, then, is the second moiety of the salaries to be found? Nay, where is the first?

Assuredly not from public money; that idea may be abandoned. But, again, this £10,000 a-year is required for editors and reporters; what of the paper, printing, and advertising, &c., &c., &c.?

Hear, ponder and admire:—

"The council shall contract with one or more publishers or printers who shall undertake *all the trouble and risk* of the publication, sale, and distribution of the reports, receive the subscriptions, pay all expenses, and account to the council quarterly. In case the payment of the first moieties of the salaries shall not be obtained out of the Consolidated or Suitors' Fund, it shall be made a term of the contract with the publishers or printers that they shall pay such moiety by equal yearly payments, and be reimbursed the same out of the proceeds of the sale of the reports."

φεν, φεν, τι φασκεις; τις σε, δυσδαιμον, κακη
μανια κρατοιτο;

We thought that one great object of the movement was to get rid of "publishers' profits," and lo! here we have them again in an aggravated form, and as a *first* charge on the profits. At present the reporters have their salaries, or the price of their copyright, (as the case may be,) free of all risk, and before any question of profits can arise, and can make their own bargains for themselves; but the "slaves of the Council" are to be tied as to price, and even then to be postponed, as to

at least, one moiety of that price, to a charge for profits which they will be powerless to control.

Such is the preposterous scheme eliminated by the combined wisdom of the committee. We doubt not that they have "calculated without their host." They seem to have forgotten entirely that as their operations cannot be new in field, they must be so in character, or fail. The *Law Journal* has a circulation too extensive to be overcome, too valuable to be bought up. The *Weekly Reporter* has a similar and daily increasing circulation, and the council has no funds, even for its own purposes, still less for the purpose of buying off these formidable rivals: and so of the other competing series. In short, there is not the slightest pretence for supposing that they will ever succeed, or that, if they did, they would do more than add one extra series to the already too great number of our reports.

THE LAST of the pending chancery suits against the London and County Bank by the claimants of Sadleir's securities was decided on Saturday, June 25, by the Lord Chancellor, on appeal, in favour of the bank, reversing the judgment of the Master of the Rolls, who had made a decree according to the prayer of the bill. His Lordship dismissed the bill with costs.

AMONGST THE PARISIAN ON-DITS of this week, there is an account of one of the most remarkable instances of self-denial on record; we may add, so far as has yet appeared, one of the most unnecessary and gratuitous. M. Destrèz, a lawyer, was left by Baron de Talleyrand-Perigord his universal legatee, and now this one-in-a-thousand of lawyers—nay, of men,—refuses to accept the fortune, which is more than a million francs, (£40,000). Nor are there any needy and disappointed relations of the testator in whose favour this extraordinary act of self-abnegation has taken place; the Baron had neither child nor near relation, and his fortune will, by the refusal of M. Destrèz to accept it, pass into the exchequers of several Paris charities.

OUR READERS will learn with regret the intended retirement of Mr. Hall, the chief magistrate at Bow-street, after a varied service of considerable experience. Mr. Hall enjoyed large practice at the bar in former days, and about forty years ago held the lucrative office of the King's Justice in the Island of Jamaica. He was appointed one of the metropolitan police magistrates so long ago as 1839, and has been chief magistrate for more than twenty years. He will be succeeded as chief magistrate by Mr. Henry, at present one of the Bow-street magistrates, and the vacancy in the list will, we are informed, be filled up by the appointment of Mr. Frederick Flowers, of Lincoln's-inn, and the Midland Circuit, recorder of Stamford, who was called to the bar in 1839. Mr. Hall was called in Hilary Term, 1815. He was father-in-law of the late Attorney-General (Sir William Atherton).

THE LORD CHANCELLOR'S ATTORNEYS' BILL.

The Attorneys' and Solicitors' Remuneration Bill is by no means a favourable specimen of the modern style, either in legislation or in Parliamentary "drawing," although no doubt the first three clauses supplied the Lord Chancellor with an apposite text for a very useful and telling discourse in the House of Lords. The preamble recites that "the law which now regulates the remuneration of solicitors and attorneys-at-law by their clients is inexpedient and *unjust*, and it is desirable to amend the same." Now, the first of these statements is open to the objection of being far too general and inexact, while the inference contained in the second is more than questionable. So far as a law is unjust it should be repealed, and can hardly be amended. At all events there is a dangerous vagueness in the phrase—"The law which now regulates the remuneration of solicitors," &c. There are in truth many particular rules comprised in this branch of law, which are in themselves not only reasonable but also just and expedient, and these of course it is not intended to interfere with. The real object of the Lord Chancellor's measure is to put an end to the rule of our courts which prevents a solicitor from entering into any contract with his client for professional remuneration otherwise than according to the fixed standards which are to be found in the Taxing Master's office; and the first clause of the bill is intended to effect this great and useful reform. We cannot help thinking, however, that the unskilfulness of the preamble betrays itself equally in the enacting part of the bill, and that the proposed enactment, if passed by the Legislature in its present form, will not be unlikely to prove as "inexpedient and unjust" as the existing law. Section 1 proposes to enable a solicitor "to enter into any contract with his client as to the manner, rate, or scale of remuneration for his professional duties or services, either past or future, &c., and such contract shall be valid and binding, &c., provided that every such contract or agreement be reduced into writing and signed by such attorney and client respectively and duly attested by two or more credible witnesses." It would be easy to advance numerous objections, both theoretical and practical, to these provisions. One who regards them from a purely speculative point of view, would probably object to have the entire law of Maintenance and Champerty abolished in this indirect manner, for such will unquestionably be one effect of this clause, if it become an enactment. If a solicitor is to be at liberty to contract with his client for a share of property recovered in an action or suit, or for a gross sum proportionable to the amount of success, there is no reason why other persons should not be allowed to do so, and thus the result must be the abolition of those venerable rules of law which are expressed in the maxim *culpa est rei se immiscere ad se non pertinenti*. It may be right that all the body of doctrine which makes it an offence at common law to stir up "contention in relation to matters wherein one is no way concerned," should be abolished; but if so, it would be desirable to do so in a more straight-forward manner. Considerable objection to this clause, viewed merely as a work of art, is also to be found in the concluding words "two or more *credible* witnesses." Since the statutes which have been passed during the earlier part of the reign of her present Majesty, for the purpose of expunging from our jurisprudence divers technical grounds of incompetency in witnesses, it is hard to say (apart from some extreme and obvious cases) what witness is in point of law not *credible*. We presume that the intention of the words is to leave the question in every case to the verdict of a jury, or the decision of a judge, but this result would be accomplished equally well without any such ambiguous words. One more observation of a technical kind, and we shall proceed to deal with the substance of the measure. As section 1 now stands, any contract made according to its provisions, however oppressive on the client, "shall be valid and binding." These words, taken together with the preamble, would go far to set aside all those rules of courts of equity which affect transactions between solicitor and client, only on the same footing as between guardian and ward, trustee and *cestui que trust*, and other persons between whom there exists a fiduciary relation. Perhaps all these rules have worked more injustice and produced more litigation than could be compensated by any advantage to be derived from them, but, to say the least, it is highly undesirable to abolish or even to interfere with them by any such inferential process as is exhibited in this clause.

It cannot be denied, however, that the leading purpose and main object of the proposed enactment are entirely praiseworthy, and that the Lord Chancellor's manifest intention in the measure has been to bestow a boon upon the profession by the same Act that confers a substantial benefit upon the public; and his Lordship, with his characteristic thoroughness, has gone even further than some of the most earnest advocates of

change have demanded. The majority of the essays which for some years past have been published upon the subject of professional remuneration have been content to agitate for the introduction of the *ad valorem* principle, at least partially, into the department of conveyancing, and also for a far larger discretion being given to the taxing masters, so as to enable them to have some regard to the amount of skill, trouble, and responsibility involved in conducting litigation. While the public have been crying out against the verbosity and complexity of our legal instruments, and the tediousness and minute technicality of the procedure of our tribunals, lawyers have had a right to complain with equal bitterness that their professional remuneration was made to depend upon a rigid adherence to an absurd and degrading system, and that they were compelled to undergo a vast amount of the most disagreeable kind of labour, for no other purpose than to entitle them to receive payment for real and necessary work done, and for serious responsibility incurred, without any other possible means of obtaining payment. It is no wonder that learned judges should from time to time have expressed their surprise at the want of ingenuity in the profession, which for so long a period has been unable to suggest any other system of remuneration than that which has been so long in force. "The blame," as Lord Langdale observed in *Davenport* v. *Stafford*, 8 Beav. 517, "which there may be, is more with higher authorities than with the solicitors, who, having regard to the rules of taxation, cannot help themselves. The remedy, if any is to be found, must be had by the discovery of some improved mode of remunerating solicitors, by which the remuneration may, on every occasion, be made adequate to the real and just value of the important services which are rendered."

Now, the principle of Lord Westbury's measure is to leave the existing system undisturbed, except by the special agreement of competent parties; but, once that takes place, then to remove every restriction upon their capacity to contract arising from professional confidence, either in respect of litigation, or of any other of the numerous species of employments in which solicitors are sometimes engaged for their clients. The substantial mistake in the scheme is, that it leaves the present system wholly untouched, except in these exceptional cases. The general rule for payment, according to the length of deeds and pleading, will still remain, and cannot be dispensed with wherever any of the parties interested are under any disability of the ordinary kind. It is very likely, moreover, that many respectable solicitors will object to adopt a mode of dealing with their clients which must always be disagreeable in ordinary professional transactions; while it is equally certain to be seized upon with avidity by less scrupulous practitioners—a state of things which, in the course of time, will have the effect of bringing it into general disrepute. It would certainly be an unpleasant operation for the "family solicitor" to go through the repulsive process of a statutory agreement upon every occasion when it became necessary to commence an action or suit, or to conduct any transaction of sale, purchase, or settlement for a client. The agreement would frequently require to be of a complicated character, and would need professional exposition in order to render its provisions, or, at all events, its legal effect, intelligible to a layman. A highminded solicitor—especially one who was brought up with the old strict notions about his duty to his client, and the necessity of being at arm's length wherever their interests were at all in conflict—would be very much embarrassed, when he came to draw a contract which was to have a special obligatory force upon his client in favour of himself, under the provisions of the Act. Practically, in most important cases, the intervention of an independent solicitor would be as necessary after the Act as it was before; for, though it may seem to abolish, in respect of such contracts, all the special consequences of the fiduciary relation between the parties, yet equity judges will be very slow to admit, and will be very ingenious to avoid, such a construction. But if the intervention of another solicitor thus becomes, in all cases where an important stake is at issue, a matter of prudence, the effect will be of course to discourage solicitors from availing themseves of the provisions of the Act.

It seems to us that it would have been more judicious in attempting any reform of the kind to have drawn the line in the first place between litigation and business of a non-litigious character. There is, in truth, a radical difference between them. In conveyancing, for example, the doctrines of maintenance and champerty are wholly inapplicable. An *ad valorem* charge for deeds of sale and purchase, or for leases or settlements, would in no way tend to "officious intermeddling in the affairs of others," or the "stirring up of quarrels and suits in the country," while it would have a direct tendency to the cutting down of prolixity and the avoidance of useless forms. It would compensate a solicitor in the ratio of his risk and responsibility, without subjecting him to what must be disagreeable to every man who possesses sensitive feelings of professional honour—contrivances of a fictitious sort to make up the full payment for "real work." In transactions of sale and purchase, at all events, the solicitor's remuneration ought to have some regard to the risk which he runs, in case of miscarriage, and to the corresponding assurance of safety which his character and position afford to the client. This should be the main ingredient in any test of professional remuneration in conveyancing business; but in the conduct of an action or suit, the wealth or personal character of the solicitor may be of far less importance to the client than his skill, experience, or activity. Again, in ordinary transactions of conveyancing, the subject dealt with is capable of easy valuation for any purpose of an *ad valorem* charge, while proceedings in the courts are frequently incapable of being regarded in such a light. Indeed, the matter is one on which it is not now necessary to argue from any *a priori* point of view. The distinction to which we have alluded not only exists in the nature of things, but is exemplified at the present day in various countries. Scotland especially affords such illustration of it as will be easily intelligible to English lawyers. In judicial proceedings before the Scotch Courts, the mode of payment is not very unlike that which is in vogue here. Fees on bills of advocation are paid according to length, just as English bills in chancery are; and for all the various steps in a cause there are fixed fees, which allow little regard on the part of the auditor to the skill exhibited or anxiety incurred by the procurator in the management of the cause. But in conveyancing, our Scotch friends have adopted a very different system. Within a few years past several Acts of Parliament have been passed which have had the effect of vastly curtailing many of the common forms of Scotch deeds of disposition. These Acts have met with a different fate from Lord Brougham's and Lord Cranworth's of the same kind, and the difference has been owing almost wholly to the fact that the Scotch statutes were accompanied by a wise alteration in the mode of payment for conveyancing business. The system there in force for five or six years past has been the result of a judicious union of payment, according partly to the length of the deeds and partly to the value of the property dealt with, the former being intended to do little more than cover the bare expenses of the mechanical labour attending the preparation and engrossment of the instrument, while to the latter alone the solicitor looks for his real remuneration. Why should not the same plan be adopted in England, without the objectionable adjuncts of a statutory agreement for which there is no occasion whatever in relation to transactions of sale or purchase?

We ought not, however, to repudiate the great debt of gratitude which is owing to the Lord Chancellor by

the solicitors of England, for the pains which he has taken in a matter of the utmost importance to them, and for the anxiety to do them justice which he has manifested. His Lordship has now for the first time brought the whole subject of the professional remuneration of lawyers under the cognizance of the public, and he has obtained for them a hearing which would be otherwise unattainable by them. If the Select Committee to whom the bill is to be referred shall recommend the adoption of the *ad valorem* principle (without wholly excluding payment by length as one element) in conveyancing business, it will be a most satisfactory result for the solicitors, and we believe will be an equal benefit to the general public. If, at the same time, some mode can be suggested by which the conscientious curtailment of mere forms of pleading, and the skilful conduct of proceedings of a litigious character, can be assured their just reward at the hands of the taxing masters, it would be a great boon to all parties concerned. But if the present law in both departments is "inexpedient and unjust," we submit that it deserves a simple repeal, wholly independent of the operation of such doubtful and disagreeable machinery as is provided by the bill now before us. It is undeniable that not only solicitors and their clients, but the law itself, and the procedure of its tribunals, have all suffered seriously by the interference of the Legislature and the judges in their attempts to enforce for the "protection" of the public an inflexible tariff of wages for solicitors. That seems now to be generally admitted on all hands. The only question is as to the best mode of providing a remedy for the evil. The most simple and reasonable course would seem to be the abolition of every enactment and judicial rule which disables solicitors from contracting with their clients in respect of professional services. If there must be an obligatory tariff as between party and party in litigious suits, or for the ascertainment of costs to be payable by persons under disability of nonage, coverture, or imbecility, or even to meet the case of a client who is *sui juris*, but who has entered into no agreement on the matter, there is no reason whatever why the taxing-master should have anything to do with a case in which there had been a previous agreement between the solicitor and any client who was in point of law competent to enter into a contract. An enactment to this effect, unaccompanied by the requirement of attestation by credible witnesses, or any other vexations of the like kind for respectable solicitors, or useless cob-web barriers against those who are not so, would furnish a sound basis for a real reform. But something more would be necessary. There ought to be a distinct repudiation of the principle which now reigns ruthlessly in the taxing-masters' offices. Even when there is no special agreement between a solicitor and his client, the taxing-master ought to be empowered and required to have regard to the nature and importance of the matter about which the professional services have been rendered, and in conveyancing business the pay should be proportioned to the risk—in other words, according to the value of the property bought or sold; not wholly so, however, as there is frequently as much professional skill and labour required in deducing a title or preparing a conveyance to a small house or plot of land as to a large estate. So long as the English law of real property remains in its present condition, it will be impracticable to adopt the *ad valorem* system of remuneration pure and simple, especially for small transactions—say where the purchase or mortgage-money is not more than £300. It would be necessary, therefore, to preserve the present system of charges to some extent, and to commence by only a partial recognition of the *ad valorem* principle. About any such project the Scotch solicitors are in a position to afford us valuable information, derived from the working for some years past of a similar system in their own country.

LEGAL EDUCATION.

Amongst the various cries which from time to time make themselves heard above the ordinary level of the public voice in this country a demand for a revised system of admission to practice at the bar is one of those most frequently and loudly to be heard. And, in accordance with the prevailing fashion, this demand seems to be generally coupled with a craving for some adaptation of that system of competitive examinations which appears to have inoculated the public mind with new ideas on the subject of education. Whether it be that in this commercial age men learn to require some certain test whereby to estimate the powers of those who are to act as advocates, or whether it be simply that the general standard of education has been so raised as to lead men to expect a cumulative advance in knowledge in every succeeding generation, may be matter of question. Whatever be the cause, we cannot shut our eyes to the fact that many minds are on the alert to discover the most feasible plan for securing a thorough *professional* education to the student of law.

And this is not confined to students for the bar: the time is yet fresh in the recollection of great numbers of our readers when no examination was required previously to admission on the rolls as a solicitor; and now no less than three examinations must be passed by the aspirant to the honour of being able to sign himself "One, &c.;" and so of every walk of public or professional life in England.

But the ordeal to be submitted to by the "sucking barrister" has long been a butt for the indiscriminate ridicule of those who knew anything, and those who knew nothing, about the matter. The latter class were, indeed, the loudest in their condemnation. Not an old woman in England but could crack her joke upon the absurdity of anyone being able, by eating a certain number of dinners in a certain place, and by the addition of paying certain fees, to enter a learned profession, and so possibly to attain the highest position in the country next to that of the Sovereign; and could ring the changes on digests and digestions, the "bar-parlour" and the Bar, as deftly as "the Lord Mayor's Fool" himself.

And yet the objection, burlesqued as it was, was not altogether without foundation. The system had been outgrown by the time.

When it was introduced, in days when travelling was slow and expensive, and the *habitués* of the Temple and Lincoln's Inn formed a society almost exclusive, attendance at dinner in the public hall formed perhaps as good a test of residence as could be devised; (at least as good as the old college test of attendance on chapels;) and the man who had "eaten" his due allowance of terms, had also, in all human probability, spent those terms in the prosecution of the studies in which he found all his associates engaged.

That for many a day, and notably since the introduction of railways, this has been otherwise, cannot be gainsaid: the manner in which young men now-a-days "run down" from the universities, or "come over" from Ireland, for three days' "spree" in town, during which time they keep a term at their inn, has long turned the whole system into the merest farce; and yet it is but within the last twelve years that any attempt has been made to reform the patent absurdity.

The institution of the readerships of the four inns, (the revival of a system which had once been flourishing but had long fallen into disuse,) and the inducements held out to the higher class of law students to struggle for distinction at the examinations then established, formed a valuable, though tardy, step in the right direction; but the isolated and voluntary nature of the instruction offered unfitted it for forming the basis of a satisfactory system. Further extensions and improvements upon this plan were made in the beginning of this year, but the regulations of last Hilary Term can, so

far as examination is concerned, be readily made a dead letter by those interested in evading them. Our correspondent, "A Law Reformer," whose letter we lately published,* appears to have taken up this subject in rather a violent spirit, a mode of treating the matter which is not only unlikely to have the desired effect, but is even calculated to raise such opposition in the minds of those chiefly concerned in carrying out the needed reforms as materially to impede the progress of the measures which would most conduce to the desired end. It is far more easy to discover an evil than to propose an acceptable remedy; no sudden changes are likely to be permanent; and it may be laid down as a rule that the longer the evil has existed, the more gradual must be the alteration which shall effect the change to healthy action; *festina lente* must be the motto, and each step must be firmly established ere a second be attempted. Moreover, the fitness of our correspondent for this mighty task may be surmised from the following extract from his letter:—

> "Hitherto, so complicated have been, and still are the rules and principles which direct the conduct of a suit and the manner of stating the case of either party that they have occupied the attention of the practitioners, if not to the exclusion, yet in some degree to the neglect of the systematic study of the law itself."

The rules and "principles" (whatever that may mean) which direct the conduct of a suit are, we suppose, contained in the rules and orders of the court in which it is conducted, and are only to be mastered by continued practice in the court in question, but the consideration of those rules and orders can never legitimately supersede the study of the law of the case, simply because the two questions can never come into contact with each other. It appears to be the idea of some persons that the object of education, whether professional or general, is to turn out at the end of a certain period men ready educated up to the full qualification which the whole of their life will require of them. No greater mistake could be made. The great object of education is to fit a man for self-education. How would succeeding generations of scholars become successively wiser if no man knew more than his predecessors? On the contrary, every step legitimately taken in the way of education must be taken with a view to enable the student to arrive at a time when he may, as it were, walk alone—a time when he may for himself advance beyond the footprints of those who have gone before him, and become in his turn a pioneer leading to the further enlightenment of future generations. And this is peculiarly true as regards legal education. The mass of *minutiæ* of which our law is composed requires years of familiarity with actual practice to make a good lawyer; familiarity which can only be obtained, as from time immemorial it always has been obtained, by the tiresome and painful process by which the new barrister begins by being intrusted with "the smallest matters," and slowly ascends, through innumerable gradations, to the position when his intimate acquaintance with the nicest peculiarities of the law has stamped his place high among his compeers. But this is a sort of education which cannot be improvised by the Benchers or their critics.

Still we do not deny that much more might be done than yet is done in the way of affording to those who are qualified to shine in the ranks of the Bar an early opportunity for that distinction which may command future success; of supplying to the studious the means of instruction; and of excluding the utterly and hopelessly incompetent. With the aid of the large funds now at the disposal of the Benchers of the several Inns of Court, supplemented, if necessary, by a renewal of the old connection between them and the Inns of Chancery, much might be done which cannot be accomplished by the mere institution of a few isolated lectureships and voluntary examinations.

In the first place, we think the dinner qualification should be altogether done away with, as altogether out of date, and unsuited to the requirements of the age. The degree conferred in pursuance of such a qualification, though it confers, as it were, a license to practice as an advocate, yet presumes no knowledge of the law in the holder of the license, and implies no guarantee of even the slightest and lowest class of fitness for the duty. Members of the bar will readily feel that such a state of things is most undignified and unsuited to an honourable and learned profession, and we hope to see it soon abolished. The degree of barrister-at-law should not only not be merely honorary, but should be presumptive proof of the possession of a certain amount of legal knowledge. In other professions no one can attain to a degree who has not gone through successive examinations to test his knowledge, and although it be true that an examination is not necessarily a sufficient test, yet an examination founded on a previous course of reading and of lectures may be, and is, a criterion whereby to judge how much the candidate has profited by what he has heard or read, and what are his capabilities for acquiring yet more knowledge. The funds which the Benchers of the several Inns of Court command would be ample, if combined, to provide for the establishment of a system of legal education far in advance of anything which has yet been seen.

It would not be necessary to provide the elaborate system of restraints which obtains at our universities, because comparatively few of the students who come up to London to study for the Bar are still of an age corresponding to that of the majority of university students *in statu pupillari*. Many of them have already gone through the course of an university, and few or none of them would submit to superintendence in respect of their private occupations or relaxations. It would therefore be unnecessary, for the purposes of our proposed legal university, to provide chambers or a common hall for the students, or to go to any other of the *residential* expenses which are found so great a drain upon the funds of our colleges, and which, even now, absorb no small portion of the revenues of the Inns of Court.

A regularly organised system of lectures, on the model, not of the public, but the private, lectures of the present readers: compulsory attendance at a certain number of these lectures each term—the *minimum* number being fixed:—together with a preliminary examination similar to that lately established for those who had not taken their degree at one of the universities: and not less than two subsequent compulsory examinations on the subject-matter of the lectures and on cognate subjects: supplemented by such rewards as may be convenient; express care being taken to avoid, or at any rate to obviate as far as possible, any resort to that system of cramming which has proved the bane of all competitive examinations in this country, both at the universities and for Government offices, would at least compel candidates for the degree of barrister-at-law to acquire some, though perhaps not an extensive, knowledge of their profession before entering upon actual practice. The expense of founding and endowing such lectureships and providing rewards would not be too great for the funds applicable for the purpose, and the advantage which would accrue to the profession and to the general public is tolerably self-evident. Without being very sanguine that such a system will soon—or ever—be adopted in its entirety, we may be allowed to hope that, before a long time has elapsed, some further steps in this direction may be taken by the Benchers, who have not of late shown themselves at all backward in the race of progress, and that ere long there will cease to be such a "royal road" as now exists to the practice of advocacy in England.

To those who wish to see a detailed proposition for a

* 8 Sol. Jour. 518.

legal university on a more complete and satisfactory basis, a proposition of the realisation of which we should be glad to see any reasonable chance, but of which the scheme at present under our consideration is a mere instalment, we can recommend a pamphlet on the subject by J. N. Higgins, Esq., which has been published under the auspices of the Law Amendment Society.

There are two classes who may be expected to oppose any proposed alteration in the present state of legal education. For the one class—namely, those who wish to make the profession (of which they neither know nor intend to know anything) a stepping-stone to some post by the mere lapse of time, we have nothing to say; if they have any claims for the continuance of the present system, we should be glad to hear them in their own behalf. To the others, the Benchers of the Inns of Court, who are the natural leaders of every movement of the sort, who have the regulation of the funds which ought to be applied for the purpose, who will receive the fees for lectures, and who will elect and pay the professors, we must look to take the initiative in this very desirable reform. That they will do their duty we are fully persuaded; but we know also the *vis inertiæ* which necessarily clogs the action of all numerous bodies, and especially of bodies of self-elected men who have passed their lives under the existing system and have found it sufficient to secure them position and distinction; and therefore we feel it the more incumbent upon us to urge upon them, so far as we lawfully can, the duty of stirring themselves yet more actively in this matter and following up the ideas of the country respecting education (which are as applicable to the profession of the law as to any other of the classes which have lately been included in the consideration of that question). With a Lord Chancellor who is a thorough reformer, with ample funds, and with an opportunity formed by the present attention of the public to the subject, we may surely hope yet to see the Inns of Court combine to establish such a system of legal education as shall at least afford *some* guarantee to every one that those who hold diplomas conferring a monopoly of the office of advocate are not utterly unqualified by study and training for the duties they undertake to perform.

PATENT LAW.

In our last article on this matter we were considering what natural moral right an inventor might be supposed to have with relation to his own invention, and whether such moral right in any way involved the privileges of monopoly such as are granted him by the law on his obtaining a patent. We may briefly add to the remarks already made on this subject that those who maintain an inventor's natural moral right to such a monopoly are bound, in maintaining the present law, to show how it comes that he is only entitled to such a monopoly for a period of fourteen years, and only conditionally on his paying large fees to the Crown for securing his right. It is clear that at least our law does not regard him as morally entitled to any grant *ex debito justitiæ*, and, in consequence, those who put forward that plea for patent privileges are as much opponents of the present system as those who, with us, believe that patent privileges ought to be altogether abolished.

In our opinion the only plausible pretence which can be urged in defence of the privileges is founded not on the assumed moral right of the inventor to restrain others from making the same use of our common property in the laws of nature as he himself has already made, which is no right, but on the right which really does exist in the inventor of concealing his invention if he please. In this view patent privileges are a price given by the public to the inventor for divulging his invention. But even in this view the question arises, is the grant of such privileges just to others, and, if not unjust, then is it expedient? Already we have shown that in many instances it works most palpable injustice to independent inventors, that it is flagrantly unequal and capricious, rewarding the publication of minute discoveries, while it leaves unrewarded the publication of those great discoveries from which the minor inventions spring, and may even preclude the great discoverer himself from the use of his own discovery—at least, in the way most convenient to himself. It is also open to this objection on the ground of injustice, that, offering always one set of terms only, it leaves to the option of the inventor to accept them or not. He may, if he pleases, compel the public to buy the publication of his invention at the price offered by the patent laws, if he thinks the terms will remunerate him; but no collateral right is given to the public to compel him to sell at that price; if the inventor thinks fit to rely on his natural rights, and the invention is of a nature to be used and concealed at the same time, he need not take the price offered by the public. Thus, if the invention is likely to be overpaid by the patent privileges, the public is compelled by the inventor to give the price; but if the privilege is less advantageous to the inventor than the concealment of the discovery would be, then the inventor may conceal his discovery. A bargain of this kind can hardly be a just one, and it is proverbially improvident to buy a pig in a poke.

But waiving the injustice for a moment, how stands the question of expediency? The object of the patent law is to secure to the public the means of using beneficial inventions by inducing the inventors to publish them. What is the inducement offered? That the public shall forbear to use the invention when it knows it, during fourteen years, except on paying such tribute to the inventor as he may please to demand. Now, if in the words of Cloten, who, though in general a fool, yet showed some sense and spirit on this one occasion, "If Cæsar can hide the sun from us with a blanket or put the moon in his pocket, we will pay him tribute for light; else, sir, no more tribute pray you now." The question is, can Cæsar hide the sun from us with a blanket or put the moon in his pocket? Is it certain that if the inventor do not divulge his invention we shall never discover it? It is, on the contrary, almost morally certain that, with the vast majority of inventions of any value, they will be discovered by some one else than the first inventor within fourteen years from their first discovery if they are made use of at all; and if they are useful, they will be made use of. If, indeed, they happen to be of such a nature as not to be discoverable even if used, then the patent law offers no inducement to the inventor to publish them, since he will have precisely the same monopoly during the fourteen years, without paying anything for it, as he would have by taking out letters patent, at a heavy expense; and he will, besides, have the power of continuing his monopoly as long as he pleases beyond the fourteen years, and be far less exposed during the whole time to piracy than he would be if his invention had been published. Thus, the very inventions which are in the power of the inventor to conceal, and for whose discovery, therefore, it might be worth while to offer a price, are the very ones for whose publication the patent law offers no inducement, while those that the public must know sooner or later, whether freely published by the inventor or not, and would in all probability know and be enabled to use long before fourteen years from their first invention had expired, are the very ones which they are prevented from using during fourteen years.

But it is urged that by the grant of patent privileges, not only is the knowledge of discoveries which are made secured to the public, but numbers are induced to devote themselves to the invention and working out of useful discoveries, which, but for the remuneration secured to them by patent privileges, they would not be encouraged to do. To this argument, plausible as it seems,

we can only answer that it is not the fact that useful inventions are stimulated by patent laws, whether they ought to be so or not; no doubt many men devote themselves to trying to invent matters which they may patent, but rarely with advantage to themselves or the public; the useful inventions are generally made by men who would make them just as certainly and just as frequently, if not more so, did no patent laws exist; they are made in the first place by practical workmen, who know thoroughly the details of a particular manufacture, know where exactly it wants improvement, and consequently what improvement it wants, and who would make the same improvement whether the patent laws existed or not, for the inducements which really act on them, and the ideas which suggest the improvement—act and suggest, altogether independently of any such laws. In the second place, they are made by men of science; and no one who knows any thing of the pursuits of such men, can think that scientific discoveries are stimulated by patent laws; in point of fact, the desire to invent usefully and to discover new laws, is everywhere present to the human mind, the capacity to do so is not, but the capacity is noways increased by the existence of patent privileges, while the inducement is strong enough without them. They do, however, interfere with and prevent the course of discovery by precluding the use of what has already been discovered, and by rendering it absolutely necessary in many cases for a man to protect himself in the use of his own discovery by patenting it, not for the purpose of preventing others from using it, but for fear he should himself be prevented by others from doing so, or at least exposed to litigation in defence of his right to do so.

In all these arguments we have taken only the case where everyone concerned was acting *bona fide*, and where the patents taken out are all valid and legal patents. How seldom this is really the case, our readers at least are for the most part aware, whether the general public be so or not, and when the evils, the necessary result of our present system, arising out of fictitious patents, are taken into account, the whole system of law on the subject becomes an evil of no trivial weight.

Patents, we believe, have been often taken out clearly invalid, for the mere purpose of extorting from real inventors license money, which they pay rather than incur the costs of a litigation, that, when successful, leaves them a remedy for their costs against a man of straw. Even in the case of real inventions, how seldom does the inventor reap the fruits of the patent for his invention? and in the case of a successful patent, what costs are incurred in supporting it against infringement? All these costs must be paid by the public in the increased price of the patented article, and when we consider that by the very nature of the patent law it is impossible but that costs must be incurred which might be avoided by abolishing the law on the matter, we think a strong case is made out for the expediency of such abolition.

ENGLISH AND IRISH COURTS.

We have lately published a synopsis of the bill now before Parliament for amending the constitution and practice of the Court of Chancery in Ireland, to which we wish to call the attention of our readers, although we regret to find that there is but little hope that it will, as yet, become law. It may be remembered that the general result of the report of the commissioners on this matter was a recommendation that, with some slight exceptions in which it was thought that the existing constitution of the court in Ireland was peculiarly well adapted to the circumstances of, and the state of business in, the country, the machinery and practice of the Irish should be assimilated to those of the English court. We remark, however, that, notwithstanding this recommendation, some variations have been proposed in the procedure from that followed in England, for which we cannot see any reason in the condition of the country, and which we cannot think are improvements. We may briefly mention two:—It is proposed to abolish pleas, and to allow demurrers only for want of equity or for multifariousness. For neither of these departures from the course of practice in England can we see any possible reason. A plea, though not often available, and though, owing to the difficulties which beset its use, rarely used, is, when available, by far the cheapest and best mode of bringing a suit to a conclusion, and its very difficulty renders it in fact never mischievous, as no one resorts to it for purposes of mere delay or obstruction. Again, where there is an objection to the frame of a suit for deficiency of parties, a demurrer seems the proper way to raise the question. By this means it is in *limine* discovered whether the objection is or not fatal and irremediable; if so, no more expense need be incurred; if not, amendment may be made at once and the suit proceeded with much more speedily than if the objection be delayed to the hearing, when, if it prove fatal, the increased expense will have been uselessly incurred, and if not, great delay of the remedy will have been necessitated. Waiving, however, the few discrepancies proposed to be introduced or retained between the practice of the courts in England and Ireland respectively, the general object of the bill is in conformity with the report of the commission—viz., to assimilate the constitution, procedure, and practice of these courts. The Attorney-General for Ireland has also introduced a bill for assimilating the practice and procedure of the common law courts in the two countries.* Our readers will have remarked also that a bill for allowing plaintiffs resident in England and Ireland respectively to sue reciprocally in the courts of the other country, without being obliged to give security for costs, has been introduced and read a second time in the House of Commons. † All these measures manifestly tend in the same direction, and we congratulate our readers on this tendency, they are the logical consequences of the Act of Union, though so long delayed.

But we feel inclined to ask the question are they not after all but crumbs where the whole loaf should be given? Are they not but empirical symptomatic treatment where the disease is capable of a radical cure? And, if so, will not the disease in all probability break out again and again in default of such cure? And if this be granted, or established, there will naturally flow the inquiry, why should not a radical cure be attempted, nay, why not effected? When England and Ireland were two independent countries, connected merely by what it is now the fashion to describe as a "dynastic union," each country having its own laws, its own legislature, and its own executive, it was, no doubt, but right and logical that each should have its own courts; but now, when these countries have become incorporated into one, having one Crown, one Legislature, one constitution, and substantially one law, it must strike any one who thinks of it as a manifest absurdity, that one subject having impleaded another in the Queen's courts and obtained judgment against him, should, instead of being able to execute his judgment in any part of the country, be put, by the mere fact of the defendant taking a four hours' journey within the same kingdom, to the cost and trouble of bringing another action by a similar process, again in the Queen's courts "before the Queen herself," as the old form runs. Nor is this argument to be met by reference to the case of Scotland; because when Scotland, then an independent country, agreed to unite herself legislatively with England, she expressly stipulated that this union should not extend to her laws or her church; whereas in the union with Ireland, the contrary was the case; and besides, the foundation of the law in Scotland is different from that in England and Ireland, and a difference of roots involves

* The great length of this bill, which contains 383 clauses, and the fact that it is in great part merely a copy of the Common Law Procedure Acts of 1852 and 1854, render it inconvenient and unnecessary to give a summary of it in these columns, but it may be taken to be substantially an extension to Ireland of the provisions of those Acts.

† 8 Sol. Jour. 696.

a difference of trees; but in England and Ireland the law is fundamentally the same, the constitution of the tribunals is fundamentally the same, the form of the procedure is fundamentally the same, there seems, therefore, absolutely no reason why the tribunals themselves should not be made actually the same, instead of different courts similarly constituted.

At present the Queen is, by fiction of law, always present at Westminster, at least in term time, and the writ of her courts, tested from Westminster, will run to any county in England, and is warrant to the sheriff of any English county to execute the precept contained in it. In like manner is she by fiction of law always present in Dublin in term time, and the writ of her courts tested from thence, will run to any county in Ireland in like manner, and to the like effect; but the writ tested from Westminster is waste paper in Ireland, as is that tested from Dublin in England. What we propose is to make the courts in England and Ireland one set of courts; so that the judges of each court, whether sitting at Westminster or Dublin, should be judges of one and the same court; and that writs, whether tested from Westminster or Dublin, should run throughout all England and Ireland; so that every order of the Court, wherever made, might be enforced, and its judgment executed, throughout the entire of these two parts of the kingdom.

This would be the most direct and obvious advantage which would follow from the measure we propose, but it would have many others: the consolidation of the courts would of course involve the consolidation of the legal profession in the two parts of the kingdom; there would be but one bar of England and Ireland; the solicitors on the rolls of any court would have liberty to practice in that court everywhere, and the judges of the several courts would have power to sit indifferently in both countries. We do not propose that any removal of business should take place from Ireland to England, or *vice versa*, and some rules of practice would be necessary to prevent actions being oppressively brought or prosecuted in the wrong branch of the court, and for removal of actions from one branch to the other; but this is no more than is now done in the Court of Bankruptcy, where every district court is "Her Majesty's Court of Bankruptcy," but yet each takes the share of business only which falls to its lot. The facilities opened by the plan we recommend for the removal of judges and officers from one branch of the Court to another, when business was badly apportioned, and for the intercommunion of the profession in the two parts of the kingdom, and indirectly of the two parts of the kingdom themselves, and the wider and more intimate mutual knowledge thus disseminated through the two islands, are by no means the least of the advantages to be anticipated from the adoption of some such measure.

There would therefrom also arise an indirect and collateral advantage, which would seem to be required almost as a bare act of justice when taken in connection with the Act of Union. Members of either branch of the legal profession in Ireland, who are also members of the Legislature, are, by the present condition of things, forced to neglect either their professional or their representative duties. It cannot be thought desirable that the Irish portion of the Legislature should be a *Parliamentum Indoctum*, and contain no lawyers, lest the result shadowed by Sir Edward Coke should follow, that "never a good law be made thereat;" nor can it be thought right that by reason of the enforced loss of their business they should become, as too many of them have from time to time become, absolutely dependent on the ministry of the day: the right to practice in England, while obliged to reside in England, is not too large a favour to be granted to them in return for their devotion of their time and energies to the service of the country; while, if they obtain practice here, and that some of them would do so, at least at the bar, we have little doubt, they would be rendered more independent of Government control, to the advantage of themselves, the ministry, and their constituents; whilst on the other hand, those who did not do so, and they would in all probability be the majority, would at least be no worse off than they are now, and would be without that excuse for subserviency with which the present state of the law supplies them. We admit that the course proposed is a comprehensive and a bold one, but we have no doubt that the advantages to be gained thereby are many and far reaching, and we are not apprehensive of any evil consequences which can be expected to arise therefrom, except perhaps the labour of making the change in the first instance.

We have, we believe, but two antagonists to dread: the opposition of those who consider, erroneously as we think, that their personal interests are likely to be injuriously affected; and the *vis inertiæ* of all our great institutions, which ever proves a most powerful obstacle to all change whatever, be the same "good, bad, or indifferent."

EQUITY.

Meaning of "Survivors."

Re Gregson's Trusts, V.C. W., 12 W. R. 935.

The true test of the meaning of the word "survivors" in a will, often a question of considerable difficulty, received in the above case an important exemplification at the hands of Vice-Chancellor Wood.

The question arose upon the construction of the will of one James Gregson, by which he gave to his wife a life interest in certain freehold property, and then he directed that "on her decease" the same property should "be shared, share and share alike, amongst the following persons or the survivors of them," and he then went on to mention the persons, twelve in number, by name. All the twelve persons were living at the death of the testator, but some only of them at the death of the tenant for life. The Vice-Chancellor held that the property vested at the death of the testator in the twelve persons in equal shares as tenants in common. On reading the words of the gift and looking at them as they stand, independently of the authority of decided cases, this decision appears, at least at first sight, to be at variance with the testator's real intention. The testator directed the property to be shared *on his wife's decease* among twelve persons or the survivors of them. The natural construction of these of these words certainly appears to us to be that the property was to be shared (or divided) among those only of the twelve persons who should be alive at the period of division, *i. e.*, at the death of the wife, the tenant for life; and it was admitted both in the argument and in the judgment that if the gift in question had been personalty instead of realty, this construction, (which we will call the natural construction,) would have prevailed. The leading authority in favour of that natural construction is the well-known case of *Cripps* v. *Wolcott*, 4 Mad. 11. It is somewhat strange that a different rule of construction should prevail with regard to real and personal estate, when in each case the sole object is to carry out the testator's intention; and so, indeed, the Vice-Chancellor appears to have thought, but he considered himself precluded by the authorities from applying the natural construction to a gift of real estate.

We propose, therefore, shortly to examine those cases on which his Honour appears mainly to ground his decision. His Honour is reported to have remarked at the commencement of his judgment, "that no word occasioned more difficulty, doubt, and hesitation in the wills where it occurred" than the word "survivors." In this observation every one of our readers will readily concur, and yet it is singular that this should be so, as the word in question is a very simple one. Dr. Johnson defines "to survive" as "to outlive," and "survivor" as "one who outlives another," and Dr. Richardson defines "to survive" as "to live *over* or beyond, (*sc.*) any given period or event." From these definitions it would appear that the term

"survivors" is a relative term, and has reference to a period fixed either absolutely, or by the death of a person ascertained, or the happening of some determinate event. Even in the case in which the word "survivor" (the singular not the plural) appears to be used without reference to a fixed period, but as it were absolutely—viz., when we speak of the "survivor" (*i.e.*, "longest liver,") of a given number or class of persons, it is not really absolute, but relative to the deaths of the others of the class. So when property is vested in three trustees, "and the survivors and survivor of them," the word "survivors" (the plural) could have no meaning, except relatively to the one who died first. Of course in the construction of a will the difficulty is to ascertain what (to use Dr. Richardson's words) is the given period or event which the "survivors" are to live over or beyond. And here we meet with the different rules applied to real and personal estate. The rule was originally, as the Vice-Chancellor observes, the same in both cases—viz., that the period of survivorship was the death of the testator, but the case of *Cripps* v. *Wolcott* established the natural construction in cases of personalty, and has ever since been followed. The rule always adopted in regard to real estate, has, however, been influenced by the principle, originally depending upon feudal customs, that the estate should vest at the earliest period possible; partly because, under the old law, contingent remainders were liable to destruction by the tortious act of the immediate freeholder, and partly from the general tendency to determinate feudal tenancies. This reasoning, his Honour observed, in cases of real estate, had led the judges to refer the period of survivorship to the death of the testator. But as, under the present law, contingent remainders are no longer liable to destruction in this manner, and the interests of Lords and Escheators are no longer considered, the reasons for this rule of construction in the case of real estate are gone, and therefore no ground any longer exists for refusing to follow, in cases of real estate, the rule of construction laid down in *Cripps* v. *Wolcott*.

But then it will be said the Court was bound by the decided cases. We shall see how that is. The cases on which the Vice-Chancellor appears to have mainly relied on are *Wilson* v. *Bayley* and *Doe* v. *Prigg*.

The first of those cases is reported in 3 Bro. P. C., p. 195, and is a decision of the House of Lords, and, therefore, of the greatest weight. It was decided in 1760. The case is stated at some length, and the arguments are also fully reported, but the effect only of the decree is given, no reasons for it being assigned. The testator in that case gave lands to trustees upon certain trusts for the benefit of his sons Mark and John, and their respective issue, and then he went on to declare that in case both his said sons Mark and John should happen to die unmarried, and that neither of them should have any issue lawfully begotten, then his daughters Mary, Sarah, and Catherine, and the survivors and survivor of them, and their assigns, should be permitted to receive the rents of the said lands as tenants in common and not as joint-tenants. Both the sons survived the testator and died without issue. The three daughters all survived their father, but only one of them, Catherine, was living at the death of John, the longest liver of the brothers. It was held that the estates, by virtue of the said will, upon the contingencies which had happened, were well devised to the three daughters as tenants in common, and that the shares of the two who had died passed to their representatives. It will be seen that the gift there was to the daughters and the survivors and survivor of them and *their assigns*, and it was insisted in the argument that the testator could not have intended the whole to go to a surviving daughter, for if he had, he would have said *the survivor of them, and her assigns*, or *the assigns of such survivor*, and not *their assigns as tenants in common and not as joint-tenants*. This appears to us to be a fair ground of distinction between the case of *Wilson* v. *Bayley* and the case now under discussion, and we think it may be assumed that the former case was decided upon the force of the words we have pointed out. The words *as tenants in common and not as joint-tenants* did not occur in Mr. Gregson's will.

The case of *Doe* v. *Prigg* was decided in 1828, and is reported in 8 B. & C. 231. In that case the testator devised lands to his mother for life, remainder to his wife for life, and from and after the decease of his mother and wife he devised the property unto the surviving children of Jennings and of Warren, and to their heirs for ever, the rents and profits to be divided between them in equal proportions, share and share alike. At the time of the testator's death there were living his mother, his wife, six children of Jennings, and one child of Warren. The wife survived the mother, and at the wife's death there were living only four children of Jennings, and the child of Warren was dead. It was held that the testator's death was the period when the surviving children were to be ascertained. We admit that this case can hardly be distinguished, at least in favour of our view, from the case we are discussing, except it be on this ground, that in a given event the testator provided that his wife's life estate should be void, and that only the mother's life estate should take effect. Therefore, if the testator's death had not been taken to be the period of survivorship, a different period would have been fixed according as the event in question did or did not happen. We are bound to say, however, that the judgment of the Court does not appear to have proceeded on this ground, and the distinction is too fine to be much relied upon.

The case of *Wordsworth* v. *Wood*, 1 Ho. of Lds. Cas. 129, is also referred to by the Vice-Chancellor in his judgment. This case has been considered to have overruled *Doe* v. *Prigg*, though his Honour thought that was not its effect. In *Wordsworth* v. *Wood* the testator gave to his wife, in trust for her life only, all his remaining estates; also he gave to her all his capital in trade, with three-quarters of the profits arising therefrom, for her life; but, nevertheless, in trust, at her death, for his then surviving children, share and share alike, independent of the rental of his said estates, which he gave and bequeathed to his surviving female children. It was held that a daughter who survived the testator, but died in the lifetime of her mother, the tenant for life, took no interest under the will. As far as it goes, the decision is in favour of what we have called the natural construction. The only question is, how far the decision was grounded on the word "then." Lord Campbell's judgment, no doubt, went very much upon the force of that word; but it appears to us that the argument from that word cuts both ways, and that its omission in the subsequent clause might just as well have been held to show that a different period was intended. Lord Brougham certainly in his judgment did not speak of *Doe* v. *Prigg* as an authority entitled to much respect. The Lord Chancellor, who had already decided the case, merely expressed his adherence to his opinion, which was affirmed.

In *Edwards* v. *Symonds*, 6 Taunt. 213, a case also relied on by the Vice-Chancellor, there was a gift of maintenance, which seems to us entirely to distinguish it from the present case.

On the whole, we cannot but express our regret that the Vice-Chancellor did not consider himself at liberty to distinguish, as we think he might have done, the case before him from the authorities in the House of Lords, and to set the example of establishing one uniform canon of construction in place of the two different rules that now obtain in the cases of real and personal estate respectively; and we trust before long to see such an uniform canon introduced either by a decision to be affirmed, if necessary, by the highest court of appeal, or, if that may not be, by the direct interposition of the Legislature for the purpose. It has often altered the rules of law for a less desirable end.

COMMON LAW.

Requirements of a Life Assurance Policy.

Hawkins v. *Coulthurst*, Q.B., 12 W. R. 825.

This case may be taken as a leading instance of the class of cases exemplifying the inefficacy of a life policy as a document of security. The defendant was largely indebted to several tradesmen at Oxford, and entered into an arrangement with them, in pursuance of which he effected an insurance on his life for £1,000, and assigned it to them. Shortly afterwards he proceeded to Canada, which, in terms of one of the clauses of the policy, avoided the assurance. The creditors, being thus left to seek their relief against their debtor, brought the present action, when the learned judge at the trial, directed that the damages recoverable by the plaintiffs for the avoidance of the policy were merely nominal; but he gave leave to them to move to increase the damages. Mr. Huddleston moved accordingly, when the Court decided that the market value of the policy at the time of the breach was the true measure of damages; and they referred the question to an actuary to assess the market value, which must obviously, under these circumstances, have been a mere trifle.

This case suggests the consideration of the question whether a life assurance policy can be so constructed as to be relied upon as a valid and indefeasible security under all circumstances; and, seeing the manifold purposes, and the interests to which such a document could be applied, if made complete and indefeasible, in creating or furthering family provisions and settlements, and carrying through money arrangements, the question is one of the highest importance to the public and the profession.

It may be assumed that a life policy, as generally framed, is not a security to be relied upon. A perusal of the document, and the conditions under which it is granted, must satisfy everyone that the conditions are so numerous and of such a nature that it cannot be expected that anyone who had ceased to have a direct personal pecuniary interest in the maintainance of the policy would comply with them to the extent necessary for that purpose. An ordinary assurance is a promise to pay, burdened by such conditions that the promise can seldom be enforced in favour of any one except the representatives of the assured, and the policy itself, which is the only proper evidence of the promise, is often found to be the best and completest defence against the claim.

There is no exaggeration in the following statement of the *Saturday Review*:—"it is undeniably true, that of all the agreements that are made between man and man, there none which are exposed to so many perils as policies of assurance." These numerous perils by which life assurance is beset arise from the nature and effect of the exceptions and conditions and the clause of warranty inserted in life policies, and by the express provisions aimed at cases of fraud.

But it may be argued, that even on the supposition that all these objectionable conditions were removed, and that no clause of warranty were inserted, still in every contract between man and man, at least in this kingdom, fraud is a complete defence to party defrauded, and, therefore, there would still remain the plea of fraud, which the company, the grantors of the policy, might put forward as a defence against the claim for payment. They might allege that they had been induced to enter into the contract and grant a policy, by fraudulent contrivance on the part of the assured; and if the fraud alleged were such as to avoid the contract *ab initio*, third parties and creditors, although not privy to the fraud, would be affected by that plea. The law on that point is plain and incontrovertible. Fraud vitiates every contract. The question then is, can a contract of assurance or policy be so framed as to exclude that plea—so expressed as to be beyond its reach—and so worked that there shall be no opportunity for its use.

It is obvious that if all clauses of restriction and exception, all conditions and warranties whatever, be removed, and the grantors expressly covenant not to take advantage of any discovered fraud, and if all the necessary premiums are compounded for and paid, then, and not till then, a policy would be a complete security to a creditor or mortgagee. The last desideratum may, however, be obviated by joining in the security a life interest sufficient for payment of the premiums, and therefore, in treating of "indisputable" policies, it is not generally taken into consideration. To construct such a policy, therefore, so far as it would be reasonable for any such policy ever to be granted, it is necessary, first, to get rid of all restrictive and conditional clauses; and secondly, for the company, the grantors, to take upon themselves the risks arising from the present and past state of the health, habits, occupation, diseases of ancestors of the assured, and all other circumstances which may be supposed to affect his longevity, and to frame the policy in terms consistent with an agreement to that effect. There is nothing inconsistent with law, or subversive of morality, in such an undertaking, which, by being embodied in the policy, will exclude the company from raising any question of the nature which is so frequently fatal to claims upon ordinary policies of life assurance.

It is obvious that such a policy is not, after all, absolutely indisputable; the company are still at liberty to rely upon any actual fraud or misrepresentation, which was an active inducement to them to enter into the contract; but it would be manifestly impossible that this should be otherwise, as it never could be intended that the directors should submit to a deliberate and intentional swindle, and, indeed, no one could ever be expected to become a shareholder in a company which would so bind itself. A policy such as we have described does, we believe, exist, the whole of the important stipulations being contained in the following words:—"Whereas (John Smith) is now living, and it is agreed between the parties hereto that this statement shall be the sole basis of the contract hereinafter contained." The basis of the contract having been thus defined, and the fact of John Smith being alive having been made the *sole basis* of that contract, the only question (in the absence of positive fraud) is, whether the said John Smith was in fact alive when the policy was issued.

This is the form adopted by a company which, not inappropriately, names itself "Indisputable;"* and which was, as we have been informed, framed under the advice of counsel of the highest eminence in England, and has received the approbation of gentlemen at the head of the profession, both in Ireland and Scotland.

It seems to us to carry the principle of indisputability as far as it would be reasonable or rational to expect.

Lloyd's Bonds.

Chambers v. *Manchester and Milford Railway Company*, Q. B., 12 W. R. 980.

The decision in this case, unless reversed by the Exchequer Chamber, is likely to lead to a very material alteration in the mode in which the business of many of our great railway companies is at present conducted. Hitherto they have been in the habit of giving bonds, known in the mercantile world as "Lloyd's" bonds, from the name of the eminent counsel who first framed them, not only to secure liabilities already incurred, but also to raise money to enable the companies more effectually to carry out their various undertakings. For the future, it will only be competent to them to issue such bonds for the former of these two objects, and their powers of borrowing will be strictly limited by the provisions of their special Acts of incorporation.

In order properly to appreciate the importance of the case which has just been decided, it may be well to recall to our readers' recollection what a "Lloyd's" bond is, and to what purpose it was in the first instance intended to be applied. It is an instrument whereby a railway company, as obligors, covenant under their com-

* The Indisputable Life Assurance Company of Scotland.

mon seal, with the obligee, his executors and administrators, to pay the sum therein specified to him, his executors, administrators, or assigns. Bonds in this form, it will be noticed, are not legally assignable, and they were originally framed to be deposited with contractors who had done work for a company, or with other actual creditors, as securities for debts already due. And practically they have been found exceedingly convenient, because the contractor or other creditor to whom they may have been given has always been able to raise money upon them, although they were not legally assignable, and so pay himself at once. There is no legal objection, according to Mr. Justice Crompton and Mr. Justice Blackburn, to the issue of these bonds for the above purpose, although their exact effect in law seems doubtful. They would, probably, operate as acknowledgments of the amount of the debts due to their respective holders, and—to adopt an expression used by Mr. Lush in his argument on behalf of the Manchester and Milford Railway Company—would be equivalent to accounts stated under seal. We may remark also, that Mr. Justice Blackburn, in delivering his judgment, suggested as a possible consequence, that the *onus* of proving there was no pre-existent debt, in an action brought by the holder of such a bond against the company who had issued it to him, would be thrown on the defendant.

But these bonds have long been used not only as a mode of paying the creditors of a railway company, but in order to raise funds for the company's purposes. Previous to the passing of 7 & 8 Vict. c. 85, railway companies had been in the habit of borrowing upon loan notes. By the 19th section of that Act, however, such loan notes and securities issued otherwise than under the provision of some Act or Acts of Parliament are declared in the recital to be illegal, and a penalty equal to the sum for which the loan note or other instrument purports to be a security is imposed upon the company which issues them. The clause inflicting the penalty speaks of "loan notes and other negociable or other instruments," but the words of the recital are general and refer to all securities issued otherwise than under the authority of some Act of Parliament. It was, however, supposed that Lloyd's bonds, not being assignable, were not within the prohibition contained in the above section. Accordingly they have been used to a great extent by railway companies, who, from the insufficient amount of capital paid up, or for any other reasons, could not avail themselves of the borrowing powers given to them by their special Act, or who had exhausted their statutory borrowing powers. They thus became a means of adding to the capital of the company who issued them, in a manner not contemplated by their special Act. Thus in the principal case, the Act incorporating the Manchester and Milford Railway Company by its 8th section sanctioned a borrowing "on mortgage of their undertaking," provided the whole capital had been subscribed for and half of it had been paid up. In fact only £12,000 out of £550,000, the nominal capital, had been subscribed when it became absolutely necessary for the company to obtain additional funds or to relinquish their scheme altogether. The conditions under which they might have mortgaged their undertaking were unfulfilled, and they therefore obtained a loan from the Union Bank, on the personal security of two of the directors, Messrs. Barrow and Chambers, who joined in giving the bank a promissory note for £9,500. In May, 1863, the bank applied for repayment of their advance, and Mr. Barrow repaid the whole amount. He then sued Mr. Chambers for contribution, who in his turn requested the company to assist him in meeting the demand made on him. In order to do so they sealed six "Lloyd's" bonds for £1,000 each and delivered them to him. By mortgaging these bonds, he found himself able to raise enough to pay off his moiety of the promissory note. At a meeting of the directors on the 5th August, 1863, it was resolved to redeem the bonds. They were not, however, redeemed, but on the first instalment of interest on them becoming due, payment was refused. Mr. Chambers thereupon brought an action against the company, in which the question of the validity of this species of security, when issued to obtain or to facilitate a loan, has been for the first time fully discussed.

It was contended on behalf of the plaintiff that the company, being a corporation, had a common law power to borrow, unless there was an express statutory prohibition. The special Act, it was true, did in this case prohibit borrowing upon mortgage until certain conditions were fulfilled, but it did not in terms forbid borrowing on bond. Nor was there any prohibition in the 7 & 8 Vict. c. 85, s. 19, because that section applied only to assignable instruments, purporting to bind the company as a legal security for money advanced, and a "Lloyd's" bond, being neither assignable nor purporting to be a security for money advanced, was not within the mischief the Legislature intended to prevent. The defendants' counsel, on the other hand, relied on the general scheme of railway legislation. They contended that section 19 of 7 & 8 Vict. c. 85 was really levelled at all borrowing except in the manner authorised by some Act of Parliament. Again, in the Companies Clauses Consolidation Act, 1845, there were many sections proving that the Legislature assumed that no other borrowing than that under some express statutory power was legal. Thus, section 38 made it lawful to borrow on mortgage or bond, subject to the restrictions contained in the special Act; and section 45 required a register of such mortgages and bonds to be kept. Where, it was asked, would be the use of these restrictions as to registration, &c., if a company could borrow when and what they pleased, by virtue of their so-called common law power?

The Court adopted a view favourable to the defendants. They held that the directors had no power to seal these bonds for borrowing purposes, whether direct or indirect, and that in doing so in this case they had acted *ultra vires*. "The directors of a railway company," said Crompton, J., "are, I think, rather special than general agents. They have no power to affix the common seal except in certain specified cases. They have no power to do so where the Legislature says that a particular contract cannot be made. . . . We must ask, therefore, whether such a bond as that now in question may be entered into by this railway company, and I agree with Mr. Lush's argument, that the general scope of legislation on the subject shows that companies like this one should only borrow in the limited mode prescribed by their special Act."

We cannot but think that this decision will have a good effect on the management of our various railway companies. It may be very desirable that a contractor who has done actual work should be able to obtain a security from the company who have employed him, by means of which he can immediately get payment for his labour. And to give such security is, in the opinion of the Court of Queen's Bench, the legitimate purpose of "Lloyd's" bonds. But the policy of issuing them to obtain loans when perhaps hardly any capital has been subscribed, has always been dangerous and doubtful. It must be abandoned in future, for it is now declared to be illegal. Companies must confine themselves to raising money under the provisions of their special Acts, and will no longer be able to add to their capital by loans unauthorised by statute. We believe that such a limitation on their borrowing powers will be beneficial both to themselves and the public.

BANKRUPTCY LAW.

Deed of Composition with Creditors.

Wells v. *Hacon*, Q.B., 12 W. R. 790; *Denhirst* v. *Jones*, Exch., 12 W. R. 885.

We have often heard it said that it was almost impossible to draw a composition deed which would hold water

under the Bankruptcy Act, 1861. And, certainly, the great number of the cases in which such deeds have been set aside seems to go a long way in support of the truth of the assertion, sweeping as it is. The difficulty in question is, of course, increased, when the terms of the deed are of a somewhat complicated nature—as, for instance, that a composition of so much in the pound is to be paid by instalments, guaranteed by a surety, and that the creditors are to accept this, when paid, in lieu of a full discharge of their debts, and are to release the debtor accordingly. Some recent cases, however, seem at last to hold out a better prospect of success to the anxious conveyancer, engaged in this difficult task; and by the time when the Act shall have been in its turn superseded by some "amendment," to emanate from the Royal commission now sitting, or from some fresh bankruptcy reformer, it is possible that this particular (then) moribund provision of the bankrupt law may have arrived at some settled and intelligible state. The Act itself appears to have been designed rather with the view of encouraging composition deeds, than of throwing obstacles in their way; but if such were indeed the intentions of its framers, *hæc spes illos longe fefillit.*

Section 192 gives power to a majority in number, being three-fourths in value of the creditors, whose debts amount to £10 and upwards, by their assent to such a deed, to bind the remaining creditors, provided certain conditions, apparently definite enough, are complied with The courts have laid great stress upon the necessity of the deed giving exactly the same rights and advantages to the non-assenting as to the assenting creditors, a principle in direct opposition to the previously established practice in the case of similar deeds, and a great number of deeds which inadvertently or from a false analogy followed the old precedents in this respect have been set aside upon this ground; others have shared a similar fate because they contained provisions which the courts considered to be unreasonable as against non-assenting creditors, and many others for non-compliance with the conditions prescribed by the Act, which appear to be practically by no means easy of fulfilment. A few of the more recent decisions (it is impossible to do more than to refer to three or four of them) will illustrate our meaning.

In the case of *Dell* v. *King*, 12 W. R. 280, the deed provided for payment of a composition of seven shillings and sixpence in the pound by instalments, the payment being guaranteed by a surety, who was a party to the deed; and certain bills of exchange were given by the debtor to secure due payment of the instalments. The deed was made between the debtor, (the defendant) of the first part, the surety of the second part, and the several creditors "whose names and seals were affixed thereto, and all other creditors" of the defendant of the third part. The creditors covenanted that "if any creditor should sue or molest the defendant or his estate in any manner unless and until default made by him in meeting at maturity the bills agreed to be taken in payment of the composition, the defendant should be thenceforth absolutely released and discharged from all debt, claim, and demand of the creditor so contravening the covenant not to sue, &c., and the said deed should operate as a defeasance" in the event of any action, &c., being brought by such creditor. Upon an action brought against the debtor by a non-assenting creditor, it was held by the Court of Exchequer that this covenant was unreasonable and bad, and that it could not be severed from the remainder of the deed; and, therefore, that the whole deed was void. We cite the following passage from the judgment of the Lord Chief Baron:—"The debtor has no right to make his creditor so covenant, nor has he the right to subject him to a loss of his debt if he thinks fit to contest the validity of the deed." It might, perhaps, be replied that it is not the debtor, but the assenting creditors who inflict this penalty, and that *they* seem to have a statutory right to do so. This decision seemed to make it a matter of great difficulty to draw the releasing part of a deed to provide for the payment of a composition by instalments. In the next case, *The Ipstone Park Iron Ore Company* v. *Pattinson*, 12 W. R. 344, the effect of a deed containing no release or covenant for a release was tried. The deed was in other respects very similar to that in *Dell* v. *King*. A non-assenting creditor brought an action against the debtor; and it was held by the Court of Exchequer that, inasmuch as the deed contained no release, it could not be pleaded in that court in bar of the action. But the Court intimated a very decided opinion that the deed was in itself a good one, and that, if the application had been made to the Court of Bankruptcy to stay proceedings in the suit on the ground of the execution of the deed, that Court would in probability make an order accordingly, and would, under the provisions of the Act, be justified in so doing. One of the gentlemen who has reported the last-mentioned case has appended to his marginal note a query whether a deed could be framed. which should be valid as against non-assenting creditors, and yet be pleadable in bar of an action. Happily this query appears to be now answered by the two cases referred to at the head of this article.

In *Wells* v. *Hacon* the deed was made between the defendant (the debtor) of the first part E. H. (the surety) of the second part, the trustee of the third part, the creditors who should assent to the deed of the fourth part, and all other the creditors of the defendant of the fifth part. Its terms, so far as material for our consideration, were as follows:—It recited that it had been agreed, at the request of the surety, that the personal estate of the debtor should remain his property, and should not be made liable for any part of his debts. The debtor and the surety then covenanted jointly and severally that they or one of them would pay to the trustee a composition of ten shillings in the pound on all the debts by two instalments, and he in turn was to pay the creditors. The parties of the fourth part then gave a simple release of all their debts and demands to the debtor. A non-assenting creditor subsequently brought an action against the debtor in the Court of Queen's Bench. It was argued that, as the deed only purported to contain a release from the debts of the parties thereto of the fourth part—that is, of the assenting creditors, it did not affect the plaintiff, who was a non-assenting creditor. The Court, however, was of opinion that, upon the construction of the Act, the deed bound all the creditors, assenting or non-assenting; and that it was a good deed, and was a bar to the claim of the plaintiff; and gave judgment for the defendant accordingly.

Dewhirst v. *Jones* was a deed of a very similar character. This also was an action by a non-assenting creditor. The terms of the deed sufficiently appear by the following passage from the judgment of the Court of Exchequer, delivered by Mr. Baron Bramwell:—"This is a deed by which the debtors assign all their property to a person who with them covenants with the creditors to pay them six shillings and eightpence in the pound in two instalments, by promissory notes, and it contains an absolute release by the creditors." The Court considered the deed a good one, and gave judgment for the defendant.

These two cases seem to establish that where a composition is to be paid by instalments, and there is a surety guaranteeing the payments, the safest and best course is to insert in the deed a complete and immediate release by the creditors of all their debts and demands, the creditors relying on the covenants of the debtor and surety for payment of the composition. *Wells* v. *Hacon* decides that such a deed will be valid, and may be pleaded in bar of an action by a non-assenting creditor; even where there is no assignment of any part of the property of the debtor for the benefit of his creditors.

It certainly appears a bold step in the creditors to release the debtor absolutely, before the composition is paid. But it is in reality a less hazardous course than it appears. If the deed should, for any reason, be set aside, the release would, doubtless, fall with it;

and all parties would be remitted to their original rights, as if the deed had not been executed. So long as the deed holds good the creditors have the covenants of the debtor and of the surety, as a security for payment of the composition. After the decision in *Dell* v. *King*, it would hardly be safe to insert, instead of an immediate release, a covenant not to sue until default made in payment of the composition, with a further covenant that from and after payment of the composition the deed should operate as a release. Such a covenant would, indeed, be free from the peculiarly obnoxious feature of the deed in *Dell* v. *King*, which subjected any creditor who contested the validity of the deed to the forfeiture of his debt. But it would still be open to the objection (supposing it to be tenable at all), which proved fatal to the deed in that case—namely, that the suing creditor is arbitrarily subjected to a penalty from which the others are, technically at least, free, nor would it be advisable to follow the precedent set by *The Ipstone Park Company* v. *Pattinson*, and omit the release altogether, trusting to the Court of Bankruptcy to work the deed through, if it should be contested. This might, perhaps, be practicable; but there still remains the objection that the deed is not pleadable in law in bar of the action; a double proceeding is necessary, involving the interference of the very Court which the deed was originally designed to avoid. Mr. Prideaux suggests yet a third form of composition deed. There is no release nor any covenant on the part of the creditors; but the deed witnesses that the creditors have agreed to accept the composition as a full discharge of their debts. This may, perhaps, be satisfactorily worked, and the result would, in that case, be more neatly obtained than by the deeds which succeeded in *Wells* v. *Hacon* and *Dewhirst* v. *Jones*; but it is not by any means clear that such a deed could be pleaded in bar until *the whole composition* had been paid, and it is, in such a case, much better *stare decisis*, and to follow, so long as the Act remains unaltered, the scheme of the deeds which have been adjudged valid.

REVIEWS.

A Treatise on the Power and Duty of an Arbitrator, and the Law of Submissions and Awards; with an Appendix of Forms, and of the Statutes relating to Arbitration. By FRANCIS RUSSELL, Esq., Barrister-at-Law. Third Edition. London: Stevens & Sons; and Sweet. 1864.

In hailing the appearance of a new edition of a work so well and so deservedly known as Russell on Awards, it cannot be necessary to do more than notice the principal additions and alterations introduced by the learned author to meet, on the one hand, the continually accruing mass of new laws applicable to his subject, and to restrain, on the other hand, the inevitable tendency of such a work to grow "to an unwieldy hugeness." The due reconcilement of these conflicting duties is, in a work of the nature and magnitude of that before us, a task requiring no mean exercise of skill and labour, and we are bound to say that Mr. Russell appears to us to have overcome the difficulty most successfully.

Such is his power of concentration, that notwithstanding that the authorities have been carried down even to the current year, and that some hundreds of new cases appear in these pages, the work is not sensibly larger than it was in the second edition; and so perfect is the arrangement, so completely are the new and older parts of the work blended together, that the reader is not aware of the transition, except where specially noticed, otherwise than by finding references to authorities of later date than the previous edition.

The book is, as the former editions were, divided into three parts:—1, on the submission; 2, on the power and duty of an arbitrator; and 3, on the consequences of the award. The general sub-divisions of the book are also maintained in their entirety; so that the extent of the alteration is not apparent upon a cursory glance, but anyone who will take the trouble to examine any portion of the text (take for example the section on joint arbitrators), as it stands and as it stood, will see not merely how great is the amount of added matter, but how minutely interwoven it is at every point with the old.

We can confidently recommend the book to the notice of the profession, as no degenerate successor of its well-known and well-appreciated predecessors.

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor Sir J. STUART.)

June 25.—*Young* v. *Fernie*.—In this case, the facts of which are already well known to our readers, *The Attorney-General* and Mr. *Downing Bruce* moved on behalf of the defendants to stay all proceedings under the decree recently pronounced by the Vice-Chancellor in this case, pending an appeal to the House of Lords against such decree.

Sir *H. Cairns*, Q.C., and Mr. *Lawson*, for the plaintiffs, opposed the motion.

The VICE-CHANCELLOR refused the motion, with costs.*

COURT OF QUEEN'S BENCH.

(Sittings at Nisi Prius, before the LORD CHIEF JUSTICE and a Special Jury.)

June 27.—*Denne* v. *Barrett*.—This was a case of some interest to the owners of real property, with reference to the transfer of land and the functions and position of solicitors in connexion therewith. It was an action against an attorney arising out of the sale of an estate at Chislet, near Canterbury, for a sum under £35,000, the charges and expenses on the sale of which came to nearly £2,000. The plaintiff was the owner, it was mortgaged for a sum which, with interest, came to about £25,000, and a Mr. Dimmock, a solicitor of forty years' standing, and a gentleman of considerable means, became a second mortgagee for £5,000, and at the same time solicitor to the owner and mortgagor. In March, 1862, a Mr. De Witte negociated for a purchase of the greater portion of the estate, and the defendant was his attorney. Mr. Fowler, an estate agent, and the defendant, as De Witte's attorney, made an "arrangement," said to be customary, to share the commission between them, the attorney taking two-thirds, and the estate agent the other third. The money to be applied to the purchase was, it appeared, in the Court of Chancery. The plaintiff was under the impression that the transaction could be carried out with less expense, if the purchaser's attorney could carry it out, and act for both parties, and he supposed that he could get an advance out of the funds in court for the purpose of paying off Mr. Dimmock. On the 18th of March, 1862, the contract was signed, and on the 19th the defendant wrote to the plaintiff in these terms:—

"As you think that your interest will be aided in a pecuniary way by my acting as your attorney, instead of Mr. Dimmock, relative to the purchase, I shall have no objection (if Mr. Dimmock has none) to act as your attorney, and I am willing to accept £250 to cover all my charges against you for the same, and also the costs and charges of your mortgagees from this time up to the completion of the purchase; but up to this time the charges to be paid by you."

It appeared that the plaintiff knew that Fowler was to be paid £600 for his "commission," but not that it was to be shared with the defendant. The plaintiff accordingly gave the defendant a promissory note for £850, taking from him a memorandum not to require payment of the same, unless and until the completion of the sale and payment of the purchase-money. However, before the defendant could carry out the matter, it was necessary to get it out of the hands of Dimmock, who had it in his hands, it will be observed, in the double capacity of of solicitor and mortgagee. Accordingly, the owner somewhat coolly suggested to him to give up the papers and the conduct of the matter; but he of course refused to do so unless he was paid off, and paid at once, and he observed, in his evidence, that he should have been a "great fool" to act otherwise and give up his securities. As matters were entirely in his hands, it was necessary, therefore, to allow him to act as attorney for the seller; and the parties then discovered, what might have been known all along, that was contrary to the practice of the Court of Chancery to allow the same solicitor to act for both seller and purchaser. Hence the sale was carried on on the part of the owner by Dimmock; and, as the title was exceedingly com-

* This motion was carried by appeal to the Lords' Justices, when the following order was made:—Proceedings to be stayed upon terms to be settled between the counsel on both sides; defendants to pay the costs of the motion, but in case the House of Lords should vary the decree, the Court to have the power to say whether anything, and what, should be done as to their repayment.

plicated, the transaction took up some considerable time. One of the conveyancing counsel made fifty-nine requisitions on the title, and Dimmock, in order to simplify the matter, proposed to pay off the first mortgagee and make a reconveyance. The transaction took not less than eighteen months in its completion, and Dimmock's own bill of costs came to nearly £1,100. The plaintiff then sued Barrett for non-performance of his alleged arrangement to do the whole business for £250; but the defendant repudiated it, as never having, in fact, taken effect, because Mr. Dimmock had never assented to it, and his consent was an essential condition. The plaintiff also claimed to recover back the £850, as to which, however, no legal evidence was offered. Such was the present dispute.

The *Solicitor-General* and Mr. *Kenealy* appeared for the plaintiff;

Mr. Serjeant *Ballantine* and Mr. *Barrow* for the defendant.

The LORD CHIEF JUSTICE observed that this sort of arrangement was a "custom more honoured in the breach than the observance," especially when it was not disclosed to the client, out of whose pocket the money was to come in addition to the other charges.

The *Solicitor-General* indignantly repudiated, on the part of the profession, the idea that this was a "common arrangement." As to the agreement not being in accordance with the practice of the Court of Chancery, which was the excuse given by the defendant for not observing it, why did he not remember that when he entered into it? He had found that he had fixed too small a sum, and so wanted to get rid of it; but the effect of fixing a "lump sum" in such cases was to diminish the delay, and that of having one attorney instead of two was to diminish the expense; as in that case there was no interest to take objection to the title.

The LORD CHIEF JUSTICE.—And for that very reason, unless the purchaser was a party to the arrangement it would not stand a moment. The interest of the seller is of course to complete the transaction as soon as possible, and get his money, and with that view an attorney acting for him would be disposed to deal in a very slovenly way with the title.

The *Solicitor-General*.—Well, we have nothing to do with that here, at all events.

The LORD CHIEF JUSTICE.—I don't know that. I think it will be necessary to reserve the question for the Court (in case the verdict is for you) whether such an agreement is not invalid as illegal and contrary to public policy. There is no evidence that the purchaser was aware of the arrangement that one attorney should act for both parties.

The *Solicitor-General* went on to urge that at all events the seller was entitled to the verdict.

The LORD CHIEF JUSTICE told the jury that the question for them was simply whether Dimmock had given an absolute unconditional consent to the substitution of the defendant for himself as the attorney of the plaintiff. It certainly would not have been a proper thing for the same attorney to act for both parties, especially in a case of a complicated title, such as this appeared to have been. Moreover, Dimmock could only be got rid of as attorney by paying him off as mortgagee, and he required, of course, to be paid off at once, which could not be done without the advance, and that could not be obtained.

The jury found for the defendant on the first count, and were discharged as to the claim for the £850.

COURT OF COMMON PLEAS.

Sittings at Nisi Prius, in Middlesex (before Lord Chief Justice ERLE and a Special Jury).

GROSS CHARGES AGAINST AN ATTORNEY.

June 24.—*Bremridge* v. *Latimer*.—The plaintiff in this case was a solicitor at Barnstaple, and M.P. for that borough, and he had formerly acted as electioneering agent for Mr. Hodgson, the late member. The defendant was the proprietor of the *Western Times*, and the action was to recover damages for alleged libels published in that paper in reference to the election for Barnstaple last autumn. In these articles the plaintiff was called a "convicted briber," though he did not now sue upon those parts of the article which imputed bribery to him, but upon passages attributing to him that "When Hodgson's money was all spent, Bremridge, instead of paid agent, took the post of candidate, and turned Hodgson out by winning his seat. 'Poor Hodgson'" the article said "wanted the seat as a protection from his creditors. Richard Bremridge took it from him, and Hodgson died soon after in Paris." Another article, headed "Roaring Richard" contained a similar charge. The defendant originally pleaded that the allegations as to bribery were true, but the Court held that as the plaintiff complained only that he had been charged with ingratitude to Mr. Hodgson, the defendant had no right to say that he had also charged him with bribery, and that this latter charge was true. These pleas were accordingly struck out, and the pleas now upon the record were not guilty, and others which in substance amounted to this—that the alleged libels were true.

Mr. *M. Smith*, Q.C., and Mr. *Kingdon* appeared for the plaintiff; Mr. *Coleridge*, Q.C., Mr. *Serjeant Pallantine*, and Mr. *Buller* for the defendant.

Mr. *Smith* detailed Hodgson's long connection with the borough and the position of Bremridge in reference to him. He produced letters from Hodgson and Bremridge in 1846 and 1847, which showed that Bremridge ceased to act as agent for Hodgson, because the latter and Mr. Gore, for both of whom he had acted, were both going to stand for Barnstaple independently of each other. Under these circumstances, Bremridge declined to act for either of them, and Hodgson expressed his opinion that he had taken the only course which was open to him as an honourable man. Hodgson never had in fact become poor; on his death he left £10,000 behind him. Upon Gore retiring, Bremridge, upon requisition, and with Hodgson's approval, consented to stand as second Conservative candidate. The result was, that Bremridge and Fortescue, the liberal candidate, were returned, and—so far from Hodgson thinking that Bremridge had acted in any way improperly—he called upon him on the evening of the election, and congratulated him upon the result.

The plaintiff was examined and cross-examined at considerable length, and his evidence fully supported the statements above mentioned.

Mr. *Coleridge*, Q.C., addressed the jury for the defendant, and contended that the charges were true in the main, and were justifiable under the circumstances.

The learned JUDGE summed up with great care, and the jury, after a short absence, found for the plaintiff,—damages £300.

(Sittings in Banco, before Justices WILLIAMS, WILLES, BYLES' and KEATING.)

June 25.—*Helps* v. *Clayton*.—In this action the plaintiffs, Messrs. Helps, the solicitors, sued the defendant, Captain Clayton, for payment of the expense of drawing his wife's marriage settlement. A verdict had been entered for the defendant subject to the opinion of the Court.

The defendant's wife was a minor at the time of the marriage. Her father had instructed Messrs. Helps, who had previously acted on several occasions as his solicitors, to prepare the settlement, had paid the plaintiffs' account, and they, having subsequently come to the conclusion that he was not liable to them for it, returned the money, and then made their claim upon the defendant.

Mr. *Gray*, Q.C., for the plaintiffs, argued that the expense of a marriage settlement is usually paid by the husband; that it was an expense incurred by the wife before her marriage, for which the husband was liable; and that it fell under the description of debts incurred for necessaries in respect of which the wife, though a minor, was able to bind herself by contract.

Mr. *Huddleston*, Q.C., on the other side, contended that the plaintiffs' services had been retained by the lady's father, and that they had given credit to him and him only.

The Court reserved its judgment.

COURT OF EXCHEQUER.

(Sittings at Nisi Prius, before Mr. Baron MARTIN and a Special Jury.)

June 27.—*Budd* v. *The London and South-Western Railway Company*.—This was an action by a solicitor to recover the sum of £39 10s., the value of a portmanteau and contents, which were lost by him on the 27th of April, 1863. The plaintiff's wife was leaving Surbiton Station for Waterloo-bridge on the afternoon of that day, and an outside porter, named Allingham, put the portmanteau on the platform, labelled it, and afterwards put it into the van for conveyance to London.

Mr. *Field*, Q.C., and Mr. *Henry James*, were counsel for the plaintiff; Mr. *C. W. Wood*, and Mr. *Eyre Lloyd*, for the company.

The defence was that the portmanteau had never been in the custody of the company. It turned out that Allingham had been permitted by the officials to discharge the duties of a man named Gosling, an authorised outside porter, who was absent from ill-health; and Allingham swore that he had put the portmanteau into the van.

Mr. Baron MARTIN left it to the jury to say whether they were satisfied that the portmanteau had been delivered to some one authorised by the company to receive it.

The jury immediately found for the plaintiff for the amount claimed.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

June 29.—*In re Colonel Waugh.*—Mr. *Sargood*, on behalf of the bankrupt, applied for an order for payment of an allowance to the bankrupt out of his estate. Colonel Waugh had been in prison from the 16th of March, 1863, to the 23rd of April, 1864; and since his release he had been actively engaged in the preparation of his accounts, and he was now entirely without means.

Mr. *Linklater*, for the assignees. We are content to leave the matter entirely with your Honour.

Mr. Commissioner GOULBURN.—I cannot forget that when Colonel Waugh left England he took £500 with him.

Mr. *Sargood* said he would put this as a case of necessity, not of merit. The bankrupt and his wife were now absolutely penniless.

After some discussion,

His HONOUR intimated that, with the consent of the assignees, he would make an order for payment to the bankrupt of £50.

Mr. *Linklater*.—I will communicate with my clients in order to ascertain whether they will consent.

SHERIFFS' COURT.

(Before Mr. Commissioner KERR.)

HOW SERMONS ARE MADE.

June 24.—*Rogers* v. *Walcot and other defendants*.—The plaintiff in these cases sued a number of clerical gentlemen for sermons supplied at different periods, the defendants being rectors, vicars, and curates in the country. In the case named the debt amounted to £42 14s. 6d.

His HONOUR asked if all that money was for sermons.

Plaintiff's representative—Oh! yes, your Honour has the particulars.

The account set out that "Harvest Sermons" were 2s. 6d. each. One special manuscript sermon was £1 1s., and ordinary special sermons were charged at 5s.

His HONOUR—Defendant has 326 sermons, and he pays £42 for the lot! Well, the account extends over a considerble period, and really he does not pay much for them, taking the matter altoghter.

Witness—I have a letter from the defendant here, if your Honour would like to see it.

The letter was then handed up to his Honour, who read it, and remarked, "He admits that they are good sermons. (Laughter.) Come, there is something in that."

Witness (smiling)—I believe there is no doubt about that.

His HONOUR—He does not dispute having received all these sermons, and, considering the length of time, the account does not seem at all unreasonable.

The letter was then handed to the witness, and the usual judgment recorded.

WEST INDIAN INCUMBERED ESTATES COURT, 8, PARK-STREET, WESTMINSTER.

(Before H. J. STONOR, Esq., Chief Commissioner.)

In re MacFee (deceased); Ex parte Grant.

June 28.—*Practice.—Where no reference is made to standing crops in the particulars of sale, the commissioners have power, under the 28th General Rule, to secure them to the parties in possession, but will not compel a purchaser to complete under such circumstances.*

At a sale of estates in this matter on the 21st of June, James Graham had been declared the purchaser of a moiety of the Sans Souci Estate, in the Island of St. Vincent, at the sum of £3,700. After the sale, but before the payment of the deposit, the petitioners, who were in possession of the estate as mortgagees, moved to set aside the sale, unless the crops (which were of considerable value, and, owing to the dryness of the season, were still standing) were reserved to them; and they offered, if required, to become the purchasers of the land, without the crops, at the sum offered by Graham. It was contended on behalf of Graham, that as it was not stated in the particulars that the crops were reserved, they passed, according to the ordinary practice in England and the West Indies, to the purchaser of the land.

For the petitioners (Messrs. Grant) Mr. *Tweedie*.

For the purchaser (Mr. Graham) Mr. *Cotterill*.

The CHIEF COMMISSIONER said that he certainly would not enforce this contract against the purchaser as the crops were not mentioned in the particulars of sale, but on the other hand he felt bound by the 28th General Rule to declare the right of the petitioners to the crops, and to secure them to the petitioners; he therefore gave the purchaser the option to abandon the contract, to purchase the crops at a valuation, or to secure the crops to the petitioners.

The purchaser elected to stand by his purchase, and to secure the crops to the petitioners, and an arrangement was entered into to that effect, the costs of the motion being paid by the petitioners.

The CHIEF COMMISSIONER directed that in all future particulars of sale it should be distinctly stated whether the crops were or were not included.

GENERAL CORRESPONDENCE.

THE NEW SCHEME OF LAW REPORTING.

Sir,—That passage of the report of the committee of the bar is perfectly correct in stating that the collections of French reports of Dalloz Sirey (or Develleneuve and Carette) and Ledru Rollin are held in great esteem, and that they are not official publications. It is likewise correct in the description of the form and manner of the judgments of the French tribunals, and the mode in which they are recorded. A little explanation, however, is necessary, so that it may be understood that the duties of a law reporter in France are not those of a mere copyist. Many judgments do not contain within themselves all the statements of fact and law that are necessary to determine their full bearing. They are frequently intelligible only by a reference to the case itself, and the questions of law and fact which were raised in the pleadings (*conclusions*). To make them complete and provide them with all the elements necessary to set forth the *res judicata*, the judgments are prefaced on the record with what the French law calls the "*qualités*" of the judgment; literally, the "qualities of the parties." These consist in a summary exposition of the suit, the *quality* in which each party appears, and the various issues of fact and law which have been put to the court. This statement is drawn up in the courts in which the parties are not represented by attorneys, such as the tribunals of commerce, by the clerk of the court, or *greffier*, and in those where *avoués* are employed (the tribunals of first instance and the imperial courts), by the *avoué* who has gained the cause or should he be remiss, by the *avoué* of the loser, after a three day's notice given to the other of his intention of levying the judgment. The *qualités* are notified by whoever draws them to the adverse *avoué*, and should he object to any statement contained herein, as being likely to prejudice his client, or as containing an unfair representation of the *res judicata*, the difficulty is submitted to the president of the section which has given the judgment, and whose business it is to settle (*regler*) the *qualités*. It is the duty of the reporter to extract from these *qualités* all the particulars that are necessary to form the key to the judgment reported. And he will frequently have to go further. It is not necessary to dive deep into French jurisprudence to discover that the law is satisfied with a very latitudinarian mode of observance of the rule which requires every judgment to be *motivé*; *i.e.* to set forth the reasons on which it is grounded. And there are many decisions to show that very little indeed will content the Court of Cassation—much less, I humbly suggest, than was intended. One or two I will quote *exempli gratia*. Thus we find a decision of that court (section of requests) in *Leclerc Losier's case* given on the 10th of April, 1833, which holds that a decision is sufficiently *motivé* which declares, that the *facts and circumstances of the case* and the *explanations of the parties in court* sufficiently prove that though a bill happens to be in the hands of the debtor thereof, he is not to be held to have discharged the same. Then another of the same court of the 8th of March, 1825, in *Vignaud's case*, which gives no other reason than the "facts and circumstances of the cause," without specifying them, for annulling as fraudulent a deed of sale. Another again, in *Coulure's case*, 25th March, 1828, we find holding that certain bills, as contended, had been given to settle certain smuggling transactions, and were therefore void; and the only grounds are "that all the documents and circumstances of the suit prove the bills to have been made for an illicit consideration, and that the whole conduct of the holder of the bill proves that he was aware of the fact." Many more of the same

description might be quoted, but these suffice to prove how necessary the industry and discrimination of a practised reporter, and how little, even with the French system of written judgments, his assistance can be dispensed with. He it is who informs us as to what the parties said in the first suit of such importance as to determine the court; as to the nature of those circumstances of the second case, not stated by the court, which rendered imperative the cancelling the sale; as to the evidence which, in the third case, authorised the judges to declare that the bills had been given for "an illicit consideration," and that the holder was aware of the fact. And if, according to the words of the old lawyer, "*Parva diversitas facti inducit magnam diversitatem juris*," it is of the greatest importance to be fully possessed of the facts on which the decisions are grounded.

Cases may be cited likewise in which the court has not been more explicit about the law of the case. Thus, the judgment in the case of Savig, which rejects a plea on the ground that "it is supported neither by the facts nor the law of the case," or that in *Asbeck's case*, where the French nationality of that person being in question by reason of her having held certain functions in a foreign country, the court held that the person in question "had held no functions and done no act that by the laws so operate as to destroy the nationality of such as hold or do them." And when it is remembered that the *qualités* do not give the "*motifs*" of the pleadings, but only the conclusions thereof, and that inasmuch as there is no jury in civil cases, those "*conclusions*," or heads sued for, may be complex, and embrace, without distinguishing them, issues both of law and fact, it is easy to perceive that the mere perusal of the judgment, as it appears on the record, may not be sufficient to enlighten the reader as to the law of the case. And if the fact of the judgments being written out does not supersede reporters and replace them by copyists, even in the decisions of the tribunals of first instance and imperial courts, where pleadings are in use, where the judgments are drawn by lawyer judges, and annexed to and elucidated by a statement prepared and controlled by experienced *avoués*, how important must their service be where no such resources are to be met with. Not to speak of the criminal courts, the tribunals of commerce render them eminently necessary. In those courts, the parties not being represented by *avoués* (attorneys), the *qualités* are drawn by the clerk of the court, and there being generally no pleadings (though quite legal, if signed by the party, and sometimes highly desirable), the issues are very loosely stated, and the discrimination of an experienced reporter is indispensable to extract therefrom the questions which have really been decided.

By the above remarks you will see the real state of the case with reference to the French reporters, and see that the judges do not so fully cut and dry their work for them as might be supposed from the account of the committee, though that be perfectly correct. I intended to write likewise about other topics, but this is a heavy time of the year with us, the long vacation drawing near.—Yours very truly,

ALGERNON JONES,
Advocate in the Imperial Court of Paris.

Paris, 29th June, 1864.

The following appeared in a letter (too long for insertion in our impression of this week) in the *Times* of yesterday signed "A Lawyer:"—

On the whole it is now clear that this is a mere commercial speculation. It ought frankly to have assumed that character. In that character, desiring to see free competition properly carried to its honest limits, it should have had the support of the profession. At present it appears that the machinery proposed is needless, and might be useless, if not mischievous, while the real object to be obtained—the cheapness of the publications—would be best assured by the formation of a company which, under the Limited Liability Act, would not frighten those who engaged in it; and then the principle of competition would not be violated or even disregarded.

A LAWYER.

APPOINTMENTS.

SAMUEL SEARLEY LONG, of Portsea, in the county of Southampton, gent., to be a commissioner to administer oaths in the High Court of Chancery.

HENRY BERRY, of No. 5, Verulam-buildings, Gray's-inn, in the county of Middlesex, gent., to be a London commissioner for administering oaths in common law in the courts of Queen's Bench, Common Pleas, and Exchequer respectively.

OWEN DAVIES TUDOR, of the Middle Temple, Esq., Barrister-at-law, to be a registrar of the Court of Bankruptcy for the Birmingham district, in the room of Mr. Charles Waterfield, who, after upwards of twenty years' service, has been allowed to retire on account of permanent infirmity.

SAMUEL HORACE CLARKE MADDOCK, of No. 3, Spring-gardens, gent., to be a London commissioner to administer oaths in the High Court of Chancery.

ALFRED PARKIN, of Epworth, in the county of Lincoln, gent., and EDWARD HILLMAN, of Lewes, in the county of Sussex, gent., to be commissioners to administer oaths in the High Court of Chancery.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Friday, June 24.

COURT OF CHANCERY (IRELAND) BILL.

Mr. LONGFIELD moved that this bill be referred to a select committee. The bill contained 192 clauses, and was merely a job to increase patronage. The Court of Chancery in Ireland had been reformed in 1850, and its procedure was now superior to that proposed by this bill.

Colonel DUNNE seconded the amendment.

Mr. HUNT protested against the course taken by the promoters of the bill. According to the ordinary practice of the House, it should have been dropped after the division on Tuesday.

The ATTORNEY-GENERAL FOR IRELAND said the bill had been introduced to carry out the recommendations of a Royal commission of the highest authority, and upon which it was the duty of the Government to act. The bill had been fully discussed upon the second reading, and most of its clauses were taken from the English Chancery Amendment Act.

Mr. WHITESIDE thought the existing system preferable to that proposed by the bill. It would be much wiser, in his opinion, to postpone this measure till next session, and in the meantime to submit it to the Master of the Rolls in Ireland, and a judge of the Landed Estates Court.

Mr. LONGFIELD having withdrawn his amendment,

Mr. WHITESIDE moved to defer the committee for three months.

Mr. BUTT supported the principle of the bill, expressing his astonishment at the reception it had met with.

Mr. GEORGE supported the amendment.

The House divided—

For Mr. Whiteside's amendment	49
Against	51
Majority for the bill	2

Mr. VANCE thought that, considering the narrow majority another opportunity should be given to the House to determine whether it should go into committee upon the bill. He moved that the debate be adjourned.

This motion was negatived, upon a division, by 56 to 51.

Mr. COLLINS moved that the House do adjourn.

This motion was negatived by 56 to 53.

Mr. LYGON then moved the adjournment of the debate.

Lord PALMERSTON assented, and the debate was accordingly adjourned till Monday.

Monday, June 27.

PENAL SERVITUDE ACTS AMENDMENT BILL.

Mr. HUNT gave notice that on the consideration of the Lords amendments to this bill, he should move that this House disagree to the amendment dispensing with the necessity of male ticket-holders reporting themselves monthly to the police.

THE LAW COURTS.

Mr. M. SMITH, Q.C., rose to call attention to the buildings and sheds used for the superior courts of law and equity. He had hoped to be spared the necessity of directing notice to this grievance, as last year the Government intimated that some measure would be taken to remedy it. The state of the courts at Westminster was shortly this, that eight courts were sometimes required, and there were only two fit for the despatch of business—the Court of Queen's Bench and the Court of Exchequer. The Court of Common Pleas, which was built when the serjeants only had audience there, was

now much too small for its business, which amounted to one-third of the whole legal business of the country. The Bail Court, in which jury cases were now tried, was intended originally for the sitting of a single judge, to dispose of what were known as "bail cases," and might be likened to the "black-hole," for it was below the ordinary surface of the ground, and had only one entrance. The courts of equity were, he believed, in some respects, no better. His hon. and learned friend near him (Mr. Malins) said that they were worse; and certainly he could say with regard to two of them that they might very properly be called sheds, or places of temporary shelter. In Guildhall matters were no better, some courts there being built on the model of cucumber frames, with glass at the top. In Edinburgh and Dublin there were excellent courts, with libraries for the use of the Bar; but in London there was no court which had a library, nor any room in which those attending the courts could study during the intervals of their engagements. There were also no waiting-rooms for witnesses, so that they had either to sit or stand in court, or haunt the purlieus of Westminster Hall. The Chancellor of the Exchequer had admitted that the Government were waiting only for the concurrence of the House, and had said he had no doubt that they would not be unwilling to discharge this duty. He was sorry that the Government had not as yet fulfilled that duty, but he hoped the Chancellor of the Exchequer would not plead that his words were uttered "in the heat of debate," but would give effect to them.

Mr. MALINS, Q.C., said the Lord Chancellor and the Lords Justices were tolerably accommodated, but two of the Vice-Chancellors sat in wooden hovels, while Judges' Chambers, where a vast amount of business was now transacted, were damp, cold, and inconveniently small. The owners of property between Searle-street and Fleet-street were suffering severely in consequence of the notices served upon them by the Government, and he really hoped that something would be done at once. No reason could be given for the delay which had occurred. He hoped they would hear from the Government that there was to be no further delay in that urgent matter.

Mr. A. MILLS was unable to understand what could be the obstacles to the introduction of the bill on that subject. The dilatory pleas which had so often been put forward were hardly becoming, and the Government ought not to give reiterated promises if they had no *bona fide* intention of fulfilling them.

The ATTORNEY-GENERAL said the intentions of the Government had been perfectly *bona fide*. Difficulties had caused the measure to be delayed till the present time. It would be possible, he believed, to bring the bill in within a very short time, although at that period of the session it must depend on the goodwill of the House whether it could pass this year. He was thoroughly convinced that no scheme could be satisfactory which did not aim at bringing the whole of the courts together, thereby contributing to the greatest possible despatch, the saving of the time of suitors, and facilitating communication. The Government two years ago brought in a bill founded on the recommendations of the commission of 1860; and that bill was met by an opposition mainly arising from some members of Lincoln's-inn. Lincoln's-inn was anxious to retain the equity courts within its own precincts, and desired their peculiar inconveniences to be remedied as soon as possible, whatever became of the case of the common law courts. It would not have been a proper course to agree to that proposal. It would have tended to perpetuate one portion of the existing evil, and interpose a real obstacle to the final and worthy settlement of the question. Before introducing a bill the Government had been very anxious to be quite sure as to all the pecuniary arrangements. The necessary inquiries had occupied a longer time than was anticipated at the beginning of the session; but he was happy to state that the original estimate had been fully borne out; they were confident that it was an outside estimate, and would not be exceeded even if the entire plans were carried into effect. If the House should be willing to entertain the project, there would be still time to pass it into law.

Mr. SELWYN, Q.C., said the hon. and learned gentleman, in his narrative of the reasons which induced the House to reject the former proposal, had overlooked one or two great difficulties which were felt at the time. It was not the case that the Suitors' Fee Fund belonged to nobody, and was the property of the public. Instead of this enormous surplus of a million and-a-half there was really but a balance of £200 or £300 a year, procured moreover, by taxation upon every stage of a cause, both bill and answer, evidence and decree. It was idle to talk of £1,500,000 being available. It was only with regard to two out of the six equity courts that complaints were really tenable, and the Hon. Society of Lincoln's-inn had offered to erect the buildings requisite, providing the courts, in the same way that they now provided the chambers of the judges, on getting four per cent. for the money they expended; or, they offered, in the alternative, to give the ground and to allow the Government to build courts for themselves. The House had rejected the original proposal upon economical grounds. He denied that the benchers had any personal influence whatever in the decision of this question. If the whole revenues of the inn were confiscated, they would not be a sixpence the poorer; and they would gain nothing if those revenues were doubled or trebled. This idea of a gigantic building in which all the courts could be assembled was only an idea, which could never be realized. Would the House of Lords, for instance, sitting in its judicial capacity, be removed to that building? Would the Judicial Committee of the Privy Council hold its sittings there? Was it proposed that all the committees of both Houses of Parliament should institute their inquiries within its limits? If the Government were really in earnest in this matter, let them at once introduce the measure of 1859, which would pass without opposition, and before this time next year the courts which it contemplated would be built.

Mr. COWPER said the speech of the hon. and learned gentleman was a good illustration of the difficulties which beset this question, and which had caused a delay that most persons deplored. Nothing, he said, was wanting in respect of accommodation for the equity courts, except two Vice-Chancellors' courts. But from what he (Mr. Cowper) had been able to gather, this proposal was totally insufficient as regarded even the courts of equity; and with respect to the law courts, the wants of the profession and of the public quite prevented the Government from acceeding to such wretched piecemeal work. Although the delay which had taken place had not mitigated the opposition of the hon. and learned member, he was glad to say that some other persons thought better of the proposal, and the important aid of his hon. and learned friend opposite (Mr. Malins) encouraged him to think that there might be some possibility of obtaining the assent of the House to a scheme which was not open to objections formerly urged against the proposal of the Government.

Lord HOTHAM wished to know whether the Government had decided as to the choice of an architect.

Mr. COWPER had stated from the beginning that the Government did not intend to select any particular architect, but meant to have a general competition.

Tuesday, June 28.

VOTE OF CENSURE.

Mr. DISRAELI gave notice that on Monday next he would "move a humble address to her Majesty, to thank her Majesty for directing the correspondence on Denmark and Germany and the protocols of the Conference recently held in London to be laid before Parliament. To assure her Majesty that we have heard with deep concern that the sittings of that Conference have been brought to a close without accomplishing the important purposes for which it was convened. To express to her Majesty our great regret that, while the course pursued by her Majesty's Government has failed to maintain their avowed policy of upholding the integrity and independence of Denmark, it has lowered the just influence of this country in the councils of Europe, and thereby diminished the securities for peace."

Wednesday, June 29.

Mr. KINGLAKE gave notice that, in lieu of the last paragraph of the address proposed by Mr. Disraeli, he would move to substitute, by way of amendment, the words following:—

"To express the satisfaction with which we have learnt that, at this conjuncture, her Majesty has been advised to abstain from armed interference in the war now going on between Denmark and the German Powers."

Thursday, June 30.

PENAL SERVITUDE ACTS AMENDMENT BILL.

On the consideration of the Lords' amendments to this bill,

Mr. HUNT proposed to disagree with the Lords' amendment in clause 5. After full consideration the House of Commons had determined, by a large majority, that ticket-of-leave holders should report monthly to the police. The House of Lords had amended the clause in such a manner that after once reporting himself to the police, the licence holder need not again report himself while remaining in the district, unless required to do so by the conditions of his licence. This amendment would reduce the clause inserted by the House of Commons to a

nullity. He moved that the House do disagree to this amendment of the Lords.

Sir G. GREY hoped the House would agree to the amendment. He thought it a very beneficial alteration, and had been deliberately adopted after a very full discussion. It would remove the absolute bar that would otherwise exist to the ticket-of-leave man obtaining employment.

After a few words from Sir H. CAIRNS and Mr. MOOR in favour of disagreeing to the Lords' amendment,

The House divided.

Against the amendment	129
For	84
Majority against the Government	45

The announcement of the numbers was followed by loud cheers from the opposition benches.

On the motion of Mr. HUNT,

A committee was appointed to confer with the Lords.

The other amendments were then agreed to.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

EXTRAORDINARY WILL CASE.

A singular case is now occupying the attention of the Appeal Court of Paris. It arises upon the will of a rich Portuguese gentleman, named José Joachim da Gama Machado, a gentleman of the chamber of the King of Portugal, and a titular councillor of the Portugese embassy. This gentleman died on June 9, 1861, at the age of eighty-seven, leaving behind him no less than seventy-one testamentary papers and codicils, the validity of which is now disputed by the next of kin on the ground that the testator was not of sound mind. The arguments for the defendants, the next of kin, are drawn mainly from the tenor of the testamentary papers themselves, and from the contents of an essay written by the testator many years ago, entitled, "The Theory of Resemblances." The papers extend over a long series of years —from 1823 to 1861—and the allegation is that the testator was all the while a monomaniac, dominated by what, in French jurisprudence, is called a "fixed idea." Subjoined are translations of some of the most remarkable of these documents:—"September 1, 1833.—The least possible money is to be spent on the funeral (a useless expenditure of vanity). The model of my tomb is to be that which I made for my starling; this bird being embalmed, its body will be laid with mine. The model of my tomb is to be sent to Lisbon. My horses are to follow my hearse without being made to drag my carriage. My valet will carry in a cage one of my favourite birds.—June 12, 1838.—My birds are to be locked after by women and not by men. These women are to be selected from a province known to produce benevolent persons. Care must be taken to feel their heads" (*i.e.*, we suppose, the birds') "above the ear, to see that the part is quite smooth; the lower part of the head should be well developed, and the form oblong. A young professor shall be attached to the Athenæum; prizes shall be given annually for essays upon human resemblances, and upon the importance of colour in the organic kingdom.—April 15, 1845.—Regulations for my burial.—I ordain, or to speak more correctly, since my domestic government will be brought to an end by my death, I earnestly request that my funeral shall be conducted in the following manner:—I shall be buried at three in the afternoon, at the hour when the rooks of the Louvre are in the habit of coming to my house to get their dinner, and only the people in my house will follow the hearse to Père la Chaise." The Tribunal of First Instance held that the testator was of sound mind, mainly on the ground that, although in the work published by the testator, there were many scientific heresies, and many false, sceptical, materialist, and even atheistical deductions, and although the style was not always correct or coherent, that only shewed that Commander Marchado was neither a savant, nor a moralist, nor a scholar; not that he was incapable of making a will. The tribunal accordingly held all the testamentary papers to be established, subject only to the question how far some of them might be revoked by others of subsequent date. M. Senard, the eminent counsel, who was President of the Legislative Assembly in 1848, contends for the appellants that the papers show on the face of them a disordered state of mind.

LA POMMERAIS.

It is reported that the insurance offices have decided that they must pay 550,000f. to the children of Madame de Pauw. Thus for once at least "even-handed justice" has been cheated, and if the guilty have been punished, the innocent have been made to suffer. At the same time nothing but the confusion of ideas produced in men's minds by La Pommerais' claim to the money secured by the policies, a claim which a moment's consideration must have shown to be fraudulent and untenable, would have led to the notion that, because Madame de Pauw had been murdered, policies of assurance on her life had been vitiated.

LIABILITY ON A FORGED BILL OF EXCHANGE.

The Tribunal of Commerce of the Seine has just pronounced a judgment of great interest to the commercial world, as it decides that the acceptor of a forged bill of exchange is liable for its amount to a third party, who paid only on the faith of his acceptance. Some time since Messrs. Baring Brothers, of London, received from Havana a bill of exchange for 82,579f. (£3,303 3s. 4d.), purporting to be drawn by MM. de la Cruz & Co. on MM. Fould & Co., in favour of a M. Medina, who requested that the proceeds might be remitted in gold to Mr. Charles Fischer, of New York. Baring Brothers immediately forwarded the bill to Fould & Co., and on its return with their acceptance, the money was remitted to New York. It was subsequently discovered that the bill of exchange, as well as the invoices and bills of lading of a consignment of sugar which accompanied it, were all forgeries. MM. Fould consequently refused to honour their acceptance, and the present proceedings were taken against them by Messrs. Baring. After hearing counsel, the Tribunal decided that as the bill had been accepted by the defendants in the regular course of business, and paid by the plaintiffs solely in consequence of that acceptance, they had contracted an absolute obligation in conformity with the provisions of Article 121 of the Code de Commerce, and that the fact of the acceptance having been obtained by means of a forgery could not affect a *bonâ fide* holder; it accordingly condemned them to pay the plaintiffs 82,579f., with 511f. (£20 8s. 10d.) expenses on the bill, the interest due, and all costs of suit.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

We have been favoured with a copy of the following letter for publication; the contents of the letter itself, as well as the position of the body from whom it emanates, make it worthy of the consideration of our readers:—

Incorporated Law Society, 14th June, 1864.

My Lord,—I have to thank your Lordship for sending me a copy of the bill introduced by your Lordship into the House of Lords with reference, amongst other matters, to the remuneration of solicitors.

This part of the bill was considered to-day at a meeting of the general committee of solicitors, whose names I had the honour to mention in my letter to your Lordship of the 20th ult., and I am requested to express to your Lordship the satisfaction they feel that the principles for which the solicitors have so long contended are now thus officially recognised by your Lordship and embodied in the bill under consideration.

The committee are satisfied that these principles, if properly carried out, will tend greatly to the advantage of the public by enabling solicitors, with the concurrence of their clients, to substitute (with respect to a large class of business) for long bills of costs, a fixed rate of pay, intelligible to the client, more adapted to the nature of the business, and suitable to the character of a liberal profession.

The following observations which the committee desire to submit to your Lordship affect only the mode of carrying out the principles embodied in the bill:—

1. With respect to the first clause, the committee consider that the proviso at the end of it will almost entirely neutralize its operation and usefulness, as it would prevent a fixed and intelligible mode of pay, such as it is considered your Lordship, as well as the solicitors, desire to introduce, from being applicable by means of an ordinary contract to that large class of solicitors' business for which such a mode of pay could be readily adapted. At the same time there could be no objection to the insertion of any proviso to prevent fraud or undue influence on the part of solicitors with respect to special contracts of an extraordinary character, though the committee consider that the law would be quite equal to deal with such cases.

2. With respect to the second clause, it does not seem to be clear whether it is intended that a solicitor being a trustee is to have costs if appointed a trustee under a trust created before

the 1st January, 1865. It is submitted that he ought to have costs whether appointed before or after that date, and whether the trusts are created by deed or will or in any other form, antecedently to that date.

It is also thought that the clause should extend to solicitor *executors* as well as *trustees*.

The committee beg leave to suggest that it would be better to enact in general terms to the effect that from and after the 1st day of January, 1865, the rule of equity shall be abolished which prevents an attorney or solicitor from making professional charges and receiving payment for business properly done by him as an attorney or solicitor, in relation to trust estates or property of which he is a trustee or executor, either solely or jointly with any other person or persons.

3. The committee also desire to take this opportunity of bringing to your Lordships attention two other suggestions on the subject of costs, which they believe can be carried out by your Lordship without the aid of Parliament.

Inasmuch as in suits and other similar proceedings, the taxation of costs must continue to be unavoidable, the committee desire to press upon your Lordship's attention the propriety of issuing orders in chancery, directing the taxing masters to exercise their full discretion in taxing costs, which it was intended should be exercised when those officers were first appointed.

With respect to this suggestion it is desirable that your lordship should be informed that as long since as 1840, the committee of management of this society, in answer to an invitation from the late Lord Longdale, submitted to him a series of observations relating to solicitors' remuneration, and the appointment of taxing masters, and then pointed out that the first step towards the introduction of any effectual improvement must be the establishment of a taxing board possessed of *discretionary powers*, composed of men practically acquainted with the details of a solicitor's business, and being so selected as to ensure the confidence of the profession.

The remaining suggestion which the committee desire to make is, that any application for the review of taxation should be made, not as at present, by petition, but by summons before a judge at chambers, according to the practice now established in the courts of common law. I had the honour to transmit with my letter of the 19th of December last, the draft of two orders on this subject, for your Lordship's consideration, and I beg leave to enclose another copy of these draft orders.

I am desired to add, that if your Lordship would wish to see any of the members of the sub-committee, they will be happy to attend your Lordship at any time you may appoint.

I have the honour to be, my Lord,
Your Lordship's very obedient servant,
(Signed) JAMES LEMAN, President.

To the Right Honourable The Lord High Chancellor.

UNITED LAW CLERKS' SOCIETY.

THIRTY-SECOND COMMEMORATIVE FESTIVAL.

The thirty-second anniversary dinner of this Society was celebrated on Tuesday, the 28th ulto., at the Freemasons' Tavern, Great Queen-street, Mr. Justice Shee in the chair, supported by the Honourable G. Denman, Q.C., M.P.; T. W. Greene, Esq., Q.C.; Mr. Serjeant Parry; J. Gray, Esq., Q.C.; W. Field, Esq., Q.C.; Mr. Serjeant Simon; Colonel Wilkinson, Barrister-at-Law; C. J. Shebbeare, W. H. Bagshawe, Vernon Harcourt, and E. F. Smith, Esqs.; Mr. Secondary Potter; Messrs. H. Edwards, J. Ivimey, J. Bird (Coroner), H. Dyte, H. Linklater, W. H. Watson, F. T. Bircham, E. Pidding, D. Wade, J. G. Lewis and G. C. Lewis (of Ely Place), E. Coulthard, S. Childley, H. Sturmy, J. Layton, J. Parker, R. J. Cathcart, of Newport, Monmouthshire, W. Jones, and many other members of both branches of the profession.

The musical arrangements were under the direction of Mr. Chaplin Henry, assisted by Miss Susanna Cole, Miss Julia Elton, Mr. Baxter, Mr. Wilton, Mr. Carter, and Mr. Regaldi. During the evening various selections of instrumental music were performed by the band of the Commissionaires, under the direction of Herr Schmück. Mr. Spencer officiated as toastmaster.

The learned Chairman, who upon rising was received with enthusiastic cheering, in eloquent terms proposed the usual complimentary toasts of "The Queen," "The Prince of Wales and the rest of the Royal Family," "The Army, Navy, and Volunteers," the latter being replied to by Colonel Wilkinson in terms highly eulogistic of the voluntary force, his remarks being received with manifest delight.

The Secretary (then read the subjoined report of the committee:—

"The United Law Clerks' Society was established in 1832 for the purpose of enabling the law clerks of the Metropolis to make, by means of small monthly subscriptions, some certain provision for themselves and families in the events of sickness, permanent disability, old age, or death. The founders sought to carry out this object by means of contributions so low as to place the benefits, which the society was to give, within the reach of all who were willing, at the cost of a little present forethought and temporary self-denial, to purchase future permanent good.

"A benevolent fund was also formed by means of a quarterly subscription from every member and the voluntary contributions of the profession, and which fund was to be employed in assisting, with small gifts of money, deserving clerks, including non-members and their families, when suffering from temporary distress not brought on by misconduct, and for which contingencies the principal fund could not be used. The society immediately received the countenance and support of the profession—first, the solicitors, then the bar, and ultimately the bench most warmly supported this attempt of their clerks (all being eligible for membership) to secure some provision for themselves and families in time of affliction. The result has been that the benefits have been largely increased in amount without any corresponding increase of subscription, and the members' contributions, which, in 1833, only amounted to £157, now exceed £1,800 a-year.

"The first benefit to which the members are entitled consists of an allowance in sickness, so long as a member is thereby entirely incapacitated from attending to his duties. The expenditure on this account is gradually increasing. During the past year applications for this relief have been received from forty-two members, and a sum of £328 1s. has been required to meet them. Each of these members received one guinea per week. Sick members are entitled to this allowance for one year, if so long needed, but should the illness from its severe nature extend over that period, then the allowance is reduced one half, which the member is entitled to receive during the second year of his illness, if it so long continue. The total sum paid by the society to its members on this account, has been £6,056 6s.

"In addition to the allowance in sickness, the society grants to its members, when permanently disabled from following their employment, through old age or any infirmity of body or mind, pensions or superannuation allowances, payable weekly, and varying from £26 to £36 8s. per year. This pension or allowance is granted for life, without any contest or election, to every member suffering from such permanent affliction. Eight members are now in receipt of this relief—two receive each £31 4s., and the other six £36 8s. per annum each. The right to this allowance is not dependent upon the attainment of any particular age, but is granted to a member whenever any permanent affliction may befall him. One of the eight members just referred to became entitled to it at thirty-one, and another at forty-one. The former has already received £648 6s., and the latter £628 12s. The amount paid to the superannuated members during the year has been £316 10s., and the total amount paid to them £3,436 19s.

"In addition to the benefits already mentioned, the family of each member is entitled on his decease to a sum of £50, and a member surviving his wife is on her death entitled to £25. During the last year the society has lost by death thirteen members. In meeting the claims of their families and of three members whose wives have died during the same period, a sum of £725 has been paid, making the total relief afforded on account of death alone £9,802 10s.

"The preceding payments have all been made out of the principal or general benefit fund. There has been received during the year on account of this fund £3,454 12s. 6d. In satisfying the claims in respect of illness, superannuation, and death, and subscriptions returned to members who had gone to reside out of England, and other disbursements, £1,677 17s. 4d. has been expended. The surplus has been added to the amount of the invested capital. This, which on the 6th day of April, 1863, amounted to £29,082 6s. 1d., was increased on the 4th day of April, 1864, to £30,916 5s. 9d.

"The capital is all invested with the National Debt Commissioners, and the reduced rate of interest allowed since 1850, will occasion considerable loss to the society, whose ability to meet the heavy obligations it is under to its members, depends materially on the rate of interest it receives for its investments. This question has been one of anxiety to the committee. They have, however, cause for congratulation in being able to announce that the example of Mrs. Cutto, who in 1862 left to

the society a legacy of £50, has been followed by the widow of Mr. John Veal, formerly one of the Record and Writ clerks, who has very recently bequeathed to the society the very handsome legacy of £500.

"The principal object of the casual or benevolent fund which is kept entirely distinct from the general fund, is to assist law clerks, whether members or not, their widows and families, when meeting with temporary pecuniary reverses, or suffering from unavoidable distress. It has also been usefully employed in occasionally aiding clerks of long membership to keep up their subscriptions when otherwise, through no fault of their own, they might have been unable to do so. The widows of members, in addition to the allowance of £50 out of the general fund, are entitled from time to time, when in circumstances of difficulty, to occasional gifts of £5 out of this fund. The orphan children of members are also entitled to similar assistance. The committee have during the year received thirty-seven applications for relief. The circumstances of the applicants were carefully inquired into, and thirty, found to be deserving, received immediate aid. The other cases did not come within the rules. The committee have also power out of this fund to grant to members in temporary distress small loans, free from interest and any charge, and repayable by monthly instalments. These loans are found to be of great service. Several have been granted during the year. A sum of £423 has been expended in meeting these gifts and loans, which, added to the disbursements of previous years, makes the total amount of casual relief afforded since 1832 £9,866 0s. 1d.

"The receipts of the benevolent or casual fund, since the last anniversary, have amounted to £571 11s. 9d., and the expenditure in gifts, loans, and necessary disbursements to £459 0s. 8d. The balance, added to the amount in hand at the close of the last year, makes the present amount of this fund £570 3s. 1d.

"In closing this report, the committee feel it to be their duty, on behalf of the members, the non-members, their widows and families, to return their thanks to the profession for the support which they have given to the society. During the past year it has afforded to law clerks and their families pecuniary aid to the amount of £1,798 17s., and, since its institution in 1832, to the amount of £29,161 15s. 1d. Every claim has been promptly satisfied, and a further addition made to the capital, in order to make provision for those demands, especially in respect of pensions to aged members, which a few years must inevitably bring.

"The committee hope that a society having objects like the present, and promptly and liberally carrying them out, will meet with a continuance of that support from the profession which has not only contributed to increase the amount of its various benefits, but also its general usefulness to the body at large."

The CHAIRMAN then rose and said,—It is now my duty to propose to you that which is commonly called the toast of the evening—namely, "Prosperity to the United Law Clerks' Society." You will at once see that, after the full and elegantly-drawn report which has just been read by the secretary, the chairman, whose duty it is to propose the toast, can have very little to add to what is contained in that document. It is highly gratifying to show the success which, from small beginnings, during the last thirty years, has attended this admirable society. It is most satisfactory to find the amount of distress which it has alleviated, and the encouragement it has given to the law clerks of this great metropolis to become and to continue members of this provident institution. Its main and best feature appears—from the report, and from what those of us who have attended these meetings in years past have had an opportunity of learning of the operations of this institution—to be, that it is in the main self-supporting. No doubt, from time to time, handsome donations have been given to it by persons who were not in the position of law clerks, although, in ordinary cases, such donors were attached to that profession in some of its branches to which the law clerks belong; but, after all, the real and substantial support of the society is derived from the law clerks themselves. No member of that most honourable and respectable body, even should he be overtaken by sickness or have arrived at that time of life when he has become too weak to labour, need be ashamed to receive relief from, and be benefited by, the funds to which he has himself so largely contributed. Gentlemen, it has happened to almost all of us to meet with many instances, I have no doubt, of the beneficial influences exercised by the society. In the course of my long career at the bar I have had frequent opportunities of knowing how effectually, on the death of a parent, for example, a little assistance, such as a society of this kind affords its members, enables the widow, who perhaps has a family just growing up around her, to protect herself from immediate pressure, and give her a little time to look about her and seek for opportunities of putting her children forward in some sphere of life, and thereby extricate herself from the misery of permanent dependence on the eleemosynary support of others. Many of us, again, must remember numerous instances in which the greatest calamity which can happen to a man, and which often comes upon the youngest as well as the oldest among us, the loss of a faithful and attached partner, is made more serious and grave by circumstances that the bereaved husband is placed in the miserable alternative of either abstaining from doing that honour to the departed which his position in society requires from him, or of burdening himself with a pecuniary incumbrance for months, and which may paralyze his exertions for even a much longer term. Gentlemen, I am delighted to learn from this report, that the support which the society has received from other quarters than the law clerks themselves, has been given in a right and proper order of precedence. I find that the principal aid rendered to the society, in addition to that which has come from its own members, has come from the solicitors who employ them. Next come the honourable and noble profession of which I was until lately a member, the bar. I must say, that it is exceedingly gratifying to me, as it must be to all of you, gentlemen, to see so many of my learned friends belonging to that profession sitting at this table, coming here to support by their presence the objects of this society, and to learn, as we presently shall do, from the list of subscriptions, which will be handed in and read by the secretary, how far he is enabled to present before you the substantial proofs of the attachment of its friends to the society. Lastly, it appears that the society has obtained—"ultimately" is the word used in the report—the support of the Bench. But I believe that for a great many years the body of which I have so lately become a member, has been amongst the most earnest of its supporters. I think, gentlemen, if you will look at the lists of subscribers which have from time to time been handed in at the anniversaries, that you will find that there is not a single one among the judges of the courts of law or equity, who has not been a liberal contributor to the funds of this society. Gentlemen, it would ill become one who has so recently become a judge himself to speak in defence of that body, but I have had the means of knowing, that the whole of the members of the judicial bench feel the most sincere interest in the prosperity of this institution. I dare say that a great number of the gentlemen whom I now address had an opportunity—and if they had they have not forgotten it—of hearing the eloquent language in which that interest in its behalf was expressed this time last year by the distinguished man who presides in the court to which I have the honour to belong. Gentlemen, I am very loath to say anything in my new character of a judge, on behalf of the other members of the Bench, but I must be permitted to say a word concerning my own connection with the law clerks. It has been my fate—I hardly know how it has happened—during the few months I have been elevated to my present judicial position, I have seen a great deal more of the law clerks than I had ever witnessed of them before. Long before I had put on my first suit of finery, they had been represented to me as a body who would in all probability give me a great deal of trouble, and puzzle me exceedingly. I was, indeed, myself apprehensive that that might chance to be the case: but I have found it to be just the reverse. In justice to the law clerks, I am bound to testify that anything more becoming, gentlemanly, and respectful to each other, and to the judge as well as to the Bar, when they have happened to be opposed to any of its members at chambers, than their conduct has been cannot well be imagined. So far from hearings at chambers being any trouble or annoyance to me, I rather look upon them as the most pleasant part of my duties. I speak with all sincerity when I say that according to my long experience as a barrister, and my short one as a judge, that a more valuable class of men does not exist than the law clerks of this metropolis. It has often occurred to me, both before I was raised to the bench and subsequently thereto, to reflect what would become of the legal proceedings of this country if there were no law clerks. What we should do, for instance, on the first day of any term, if, for some reason or other—such as that they chose to go soldiering to defend their country—all the law clerks were to strike, and go away from their accustomed places of business. I have very great doubt whether the courts could meet at all under such circumstances; I am

quite sure that, if they did, they would have nothing to do, and in a very short time we should all get into such a state of muddle and confusion that nobody would know where he was. Gentlemen, the truth is, that the position of the law clerk is a most responsible and laborious one. Living, as we all do, in the midst of a highly luxurious and wealthy community, there is no branch of the profession of the law which can be said to be overpaid. The truth is, that very few among us have an opportunity, if they are dependent entirely upon their professional receipts, of saving much against a rainy day, or for the support of families after death. It is, therefore, in an especial degree incumbent upon all those who are present, and enjoy the advantages of honourable and well paid employment, to devote a portion of their earnings to increase funds which may protect them hereafter from dependence, and perhaps from a life of misery, if their days of prosperity should pass away. This society is founded upon a principle which I believe enables it to do an infinite amount of good. I hope that the extent of subscriptions which will be announced to-day will evidence the opinion entertained in all ranks of the profession of the excellent objects which it has been established to promote. I will now, therefore, gentlemen, without further preface, give you the toast—which I have no doubt you will respond to with all cordiality—of "Prosperity to the United Law Clerks' Society." The learned judge resumed his seat amidst loud and prolonged applause.

The toast having been drank with the greatest enthusiasm, was followed by a selection of instrumental music.

Mr. VERNON HARCOURT, in proposing the toast of "The Lord Chancellor and the other patrons of the Society," said that ever since the toast had been placed in his hands, that which had puzzled him most was why it should have been entrusted to him; but he had arrived at the conclusion that the reason probably was, that unfortunately in Westminster Hall, when there was an extremely easy case, the senior counsel was in the habit of going away, and leave the junior to take the verdict. (Laughter.) That being the case, the toast of "The Lord Chancellor and the other Patrons of the Society" needed no recommendation from him (Mr. H.)

The toast having been responded to,

Mr. GREENE, Q.C., returned thanks.

The Secretary read the list of subscriptions, which amounted in the aggregate to £330.

The Hon. GEORGE DENMAN, M.P., said, that if the chairman had not already told the meeting some half-hour back, that he was about to propose the toast of the evening, he (Mr. D.) should have thought that the health he was about to propose might claim that pre-eminent place in the day's proceedings—the health of one who for many years belonged to that branch of the profession to which he (Mr. D.) had the honour to be attached; who was one of its most distinguished members; who had not his equal when at the bar, and who had not left behind him his equal there. He knew that the toast would elicit universal applause from every one who honoured sterling worth, courage and honesty of purpose; it was the health of one who had been raised to the bench which he now adorned, and whose almost first public act, except discharging his judicial duties, was the one he had performed that night in coming there and showing his respect for that most useful and excellent society. It would be a waste of time at that late period of the evening to enlarge upon a theme like that comprised in the toast, but he could not deny himself the pleasure, after many years' acquaintance with the learned judge who presided upon that occasion, of expressing his gratification, and his high sense of the honour conferred upon him in being allowed to propose such a toast. Perhaps, in one sense, he might have been a proper man to be selected for the duty, because it so happened, that from the earliest period of his career, he had gone the same sessions, and belonged to the same circuit, as those to which the chairman had belonged. He (Mr. D.) was therefore able to say—partly from hearsay, but mainly from personal observation—that he was quite sure that, of all the members of their honourable profession whom they could have selected to represent the bench and the bar, there was no man who would have filled the chair with greater honour than Mr. Justice Shee. They felt delighted at his elevation to the judicial bench, not only because he had reached the high position he had attained to, but because they all knew the means by which he arrived at his present dignity, and the obstacles which he had to overcome before he did so. His had been no easy task. There were many persons who knew the aspirations, as well as the disappointed hopes, of lawyers' clerks, and he would put it to them, from what they knew of the career of their chairman, how anxious, upon many occasions, must have been the clerk who served him faithfully for many years; although the master had attained the highest position at the bar, yet, from some cause or other, his merits were not appreciated elsewhere, and it was late before he reached the judicial elevation which he now enjoyed. It was not the man who had been prosperous all his life upon whom they could rely, in the same sense as they could upon the man who had had his ups and downs, and come out of them pure as the driven snow, as had the honourable gentleman. It would be waste of time to enlarge further upon such a topic, because he was quite sure that any words he could use to stimulate their respect and admiration of him would be superfluous.

The toast was drank with the most enthusiastic and long-continued applause.

The CHAIRMAN.—Gentlemen, I am exceedingly obliged both to you and my honourable friend Mr. Denman—who bears a worthy name, to which he has already added, and will continue to add, increased lustre—for the manner in which he has been good enough to propose my health, and to all of you for the kindness with which you have received it. It is perfectly true—never was anything more so—that no man has had more ups and downs in the profession than I have had; but at the same time I have never had the least reason to find fault with the profession; on the contrary, I have passed through a long career at the bar with the full conviction that to such merits as I may have had as an advocate, ample justice was done. I believe that if it had not been for the support and the good opinion of the great body of the profession—not only that branch of it to which I belonged, but the solicitors and the law clerks, I should never have been where I am. Gentlemen, I will not detain you longer by any observations about myself. I am exceedingly grateful to you for the honour you have done me; and I am very thankful to the committee for their great kindness in proposing that I should have the honour of taking the chair. I am very glad if I have been in any way instrumental in promoting the success of this admirable society. I hope often to meet you again.

Mr. Serjeant PARRY rose to propose, at that late hour of the evening, probably the most comprehensive toast that could be submitted to the meeting—"The Bench, the Bar, and the Profession." It included every toast they had already greeted that evening, and he thought it rather hard upon him to be asked to say anything, which by possibility could be interesting or novel to them upon such a toast.

The toast having been duly honoured,

Mr. JOHN GRAY, Q.C., returned thanks.

Mr. SERJEANT SIMON proposed the health of the "Honorary Stewards," comprising amongst them some of the most distinguished persons in the profession, who gave their names to a society so important as that of the Law Clerks'. The list contained all the various branches of the profession, from the highest judge to the humblest clerk, who were but as one, firmly united in interest and in professional avocations. There was a friendly and confidential relationship between barristers and clerks, as there was also between the attorneys and their employers.

The toast was drank, and appropriately replied to, by Mr. Field, Q.C.

Mr. E. F. SMITH proposed the last toast in the list, "The Ladies," which was duly honoured; and the proceedings brought to a close.

THE NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.

The National Association for the Promotion of Social Science, will hold its eighth annual meeting in the city of York, from the 22nd to the 29th September, under the presidency of Lord Brougham. His Grace the Archbishop of York is one of the vice-presidents, and also the president of the education department. The Right Hon. Sir James P. Wilde, judge of the Court of Probate, presides over the department of jurisprudence. The other chairs have not yet been filled up. The council of the association have found it necessary, owing to the annual pressure of business, to adopt new regulations. In each of the departments, now reduced to four, three special questions are put, and a day is to be devoted to the discussion of each, the voluntary papers being read and discussed on the remaining days. The following are the questions for the several departments:—

SPECIAL QUESTIONS FOR DISCUSSION IN JURISPRUDENCE.

1. Are the laws of real property in three parts of the United Kingdom respectively, in their substance and tendency, suited

to the present condition of society? and, if not, how should they be improved?

2. On what principle should the law deal with questions of responsibility and mental competence in civil and criminal cases respectively?

3. Whether any, and what, ameliorations can be introduced into the institution and conduct of criminal prosecutions?

SPECIAL QUESTIONS FOR DISCUSSION IN ECONOMY AND TRADE.

1. What are the effects upon trade of the existing laws of maritime warfare?

2. Is the granting of patents for inventions conducive to the interests of trade?

3. In what respects and to what extent should Government security and supervision be applied to the provident investments of the working classes?

FRIENDLY SOCIETIES.

The Registrar of Friendly Societies in England having received from members of such societies inquiries as to the effect of the alteration of rules, has thought it right to lay a case before the Attorney-General on the subject.

The following is a copy of such case, and the Attorney-General's opinion thereon:—

CASE.

A society was established in the year 1830, under the Friendly Society Acts, for the purpose of insuring to each member, paying a certain monthly contribution, a fixed weekly sum in sickness, a fixed weekly allowance after sixty, and a certain sum at death.

By the Acts in force at the time of the establishment of the society, alterations in the rules might be made, and, when certified, were to be binding on the several members and officers of the society. See 10 Geo. 4, c. 56, s. 9.

By the present Friendly Society Act, 18 & 19 Vict. c. 63, s. 27, the rules may be altered by a resolution of a meeting specially called for that purpose.

Under the 10 Geo. 4, c 36, s. 9, the votes of *three-fourths* of the members present at a general meeting were required to carry any alteration; but under the 18 & 19 Vict. c. 63, s. 27, a simple majority of the votes of the members present is sufficient.

In consequence of the funds of the society being much reduced, it is intended to frame new rules, which it is proposed to have certified, either increasing the contributions payable by the members, or reducing the benefits in sickness, old age, and at death; and these new rules are to apply to all the present, as well as the future members.

It is contended, on the one hand, that as the present members joined with a knowledge that the rules might be altered, they have no reason to complain of the new rules; whilst, on the other hand, it is contended that these new rules cannot affect the present members, as that would be a breach of the contract made with the members when they entered the society; and that although the rules may be altered, there is no provision in the Act as to altering the tables; but on this point it is presumed that as the tables are referred to in the rules, they are incorporated with them, and might be repealed.

The Attorney-General is requested to advise whether the altered rules will be binding upon the members admitted into the society before such new rules were certified.

OPINION.

I am of opinion, that the altered rules will be binding upon the members admitted into the society before the new rules were certified, *except* as to any relief, annuity, or other benefit from the funds of the society, *of which any member* (or the wife, nominee, or child of any member) *may be then in the actual receipt*, or entitled to the actual receipt, *under the existing rules*. With regard to all future prospective and contingent benefits, the rights to which may not, at the time of making the new rules, have become vested and absolute by reason of any event then already past, the new rules will, *I think*, be binding upon all the members.

In order to make the new rules valid, they must be made in a manner conformable to the provisions of 10 Geo. 4, c. 50, s. 9, and by the majority of three-fourths there required.

June 11, 1864. ROUNDELL PALMER.

Meetings of the Patent Law Commissioners were held last week, and also on Monday, the 20th instant, at which the chairman, Lord Stanley, Lord Overstone, Sir W. Erle, Sir W. Page Wood, Sir Hugh Cairns, Q.C., H. Waddington, Esq., W. R. Grove, Esq., Q.C., W. M. Hindmarsh, Esq., Q.C., M. E. Forster, Esq., M.P., and W. Fairbairn, Esq., attended. The secretary, E. Lloyd, Esq., was also present.

PUBLIC COMPANIES.

RAILWAY BILLS.

On the 8th June the case for the parties opposing the proposed extension of the Metropolitan Railway to Trinity-square and Tower-hill having terminated in Lord Stanley's committee, Mr. Denison and Mr. Karslake opened the case for the promoters of the East London Railway, the committee deferring their decision on the Metropolitan Company's project until they shall have fully gone into that of the East London. This is a line to run from the Great Eastern Railway at Tap-street, crossing the Commercial-road, passing under the Blackwall Railway and part of the London Docks, through the Thames Tunnel, along the west side of the Grand Surrey Timber Docks to the New-cross station of the London and Brighton Railway; also several branches. The promoters propose by the bill to provide morning and evening trains for the conveyance of the labouring classes through the Tunnel at one penny for each passenger.

On Monday, June 27, Mr. Merewether, Q.C., concluded his opening for the case of the Great Eastern Railway Company's metropolitan lines and stations, and the evidence in support of the bill, including that of Mr. Maynard, solicitor to the company, was gone into. The committee have determined to come to no decision until all the cases have been heard.

COURT PAPERS.

THE BANKRUPTCY ACT, 1861.

IN BANKRUPTCY—GENERAL ORDER.

It is ordered that every deed or other instrument presented to the Chief Registrar for registration under the above-mentioned Act shall, after the 30th day of June inst., be presented by a solicitor of the Court of Bankruptcy, and that every memorandum delivered with such deed or other instrument shall be signed by such solicitor.

WESTBURY, C.
EDWARD HOLROYD.
Friday, June 24. EDWARD GOULBURN.

CICERO AT THE BAR.—Cicero was now thirty years old. His health was completely re-established, and, as he himself expresses it, he came back almost a changed man. Sylla had died the year before, and the leading advocates at this time in Rome were Cotta and Hortensius, the latter of whom was eight years Cicero's senior. He was *par excellence* an advocate; confining himself chiefly to the courts of law and public trials, and taking little part in the politics of the day. But he rose through the usual gradation of offices to the consulship, to obtain which it was almost essential to be a popular orator, and to address the multitude from the Rostrum; unless, indeed, the candidate were wealthy enough to bribe the suffrages of the people on an enormous scale, and trust to the influence of gold rather than the influence of eloquence. Corruption was now fast eating its way into the heart of Roman institutions. Bribery was shamelessly resorted to, not only for political objects, but to secure verdicts in the courts, where the *judices*, or, as we may almost without inaccuracy call them, jurymen, prostituted their consciences and sold themselves to the highest bidder. I am not now speaking of the prætorian or centumviral courts, where civil causes were tried, but the public or state trials before *judices*, who at this time were taken exclusively from the class of senators. It was a long struggle between them and the knights as to which body should have this important jurisdiction. Each accused the other of corruption, and of selling verdicts for a bribe, and each was, beyond all doubt, right in the charge it made. It was probably about this time that Cicero appeared as the advocate of Roscius, the comic actor, in a civil suit, and delivered a speech which, although it has come down to us in an imperfect state, enables us to understand the subject-matter of the action and the argument. Fannius Chærea had given up one of his slaves, named Panurgus, to Roscius, on the terms that the latter was to instruct him in acting, and they were afterwards to share between them whatever he gained by his art. Panurgus received the requisite instruction and went upon the stage, but was not long afterwards killed—how, does not appear—by a man named Q. Flavius. Roscius brought an action for this against the latter, and the management of the case was committed to Fannius. Before, however, it was tried, Roscius compromised the matter, but only so far as regarded

his own moiety, as he alleged, and Flavius gave up a farm to him in satisfaction of damages. Several years had elapsed when Fannius applied to the Prætor for an order that the accounts between him and Roscius might be settled by arbitration. Calpurnius Piso was appointed arbitrator. He did not make a formal award, but recommended that Roscius should pay to Fannius 10,000 sesterces (about £90) for the trouble and expense which the latter had incurred in conducting the action against Flavius, and that Fannius should enter into an engagement to pay over to Roscius the half of whatever he recovered from Flavius. Fannius agreed to this, and then brought an action on his own account against Flavius for the loss he had sustained by the death of Panurgus, and got a verdict for 100,000 sesterces (about £900). Half of this, according to agreement, ought to have been paid over to Roscius, but Fannius not only retained it, but commenced an action against Roscius for a moiety of the value of the farm which the latter had obtained from Flavius, on the pretext that Roscius had settled the former action, and obtained the farm on the partnership account. Cicero maintained that his client owed Fannius nothing. So confident was he of the strength of his case that he offered to consent to a verdict against him, provided the plaintiff could show that the debt now claimed was entered in his ledger. He was willing to allow the entries of the plaintiff to be evidence in his own favour; and in tendering such an issue we may be very sure that he had good information that he might do so with safety. But he made a distinction between the ledger (*tabulæ* or *codex*) and the day-book, or mere memorandum of account (*adversaria*). Fannius wished to put the latter in evidence, but Cicero objected, and said that he could not admit loose papers, full of erasures and interlineations, in which, no doubt, Fannius had inserted the debt when he determined to make his unjust claim. He seized the opportunity of praising the skill and virtue of his client, whose name as an actor has become so famous,—"Has Roscius defrauded his partner? Can such an imputation rest upon one who has in him—I say it boldly—more honesty than he has art; more truth than accomplishments; whom the Roman people consider to be a better man than he is an actor; who, though admirably fitted for the stage on account of his skill in his profession, yet is most worthy of being a senator on account of his modesty and decorum?"—*Forsyth's Life of Cicero.*

LOAN SOCIETIES.—Mr. Tidd Pratt's annual abstract of the accounts of loan societies in England and Wales shows a constantly lengthening list. At the close of the year 1859 he had to report on societies with £293,005 out on loan; at the close of 1863 on societies with £473,985. Loans were made in 1863 to 172,850 persons to the amount of £802,269. 15,966 summonses were issued for £33,551, and 1,804 distress warrants; borrowers or their sureties paid £2,805 for costs. 500 of these societies are in the metropolis and in the suburbs, and the place of business of these London societies is almost invariably a publichouse. Most of these societies are upon a very small scale; there are not above ten in all London with £1,000 out on loan. The largest of them appears to be at Longton, Staffordshire, with £20,000 on loan.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BETTS—On June 25, the wife of Mr. D. Betts, of Cook's-court, Lincoln's-inn, of a daughter.

PAPILLON—On June 23, at Devonport-street, Hyde-park, the wife of Philip O. Papillon, Esq., M.P., of a son and heir.

PULLEY—On June 26, at Highfield, Rock Ferry, Cheshire, the wife of William Pulley, Esq., Barrister-at-Law, of a daughter.

SAVERY—On June 20, at St. Leonard's-on-Sea, the wife of W. Savery, Esq., Solicitor, of a daughter.

MARRIAGES.

BRAMBLE—LANGWORTHY—On June 21, at the parish church, Backwell, Seymour Bramble, Esq., Bristol, Solicitor, to Elizabeth Augusta, second daughter of the Rev. John Langworthy, M.A., vicar of Backwell, Somerset.

BROOKS—WINGRAVE—On June 22, at Holy Trinity Church, Twickenham, George Stanley Brooks, Esq., of Southampton, to Katherine Elizabeth, second daughter of the late John Hanmer Wingrave, Esq.

COATES—MILLER—On June 29, at St. James's Church, Paddington, Joseph Coates, Esq., of the Inner Temple, Barrister-at-Law, to Emma Harriet, daughter of the late Joseph Miller, Esq., of Enfield.

DRURY—PRING—On March 28, at Brisbane, Queensland, Albert Victor, youngest son of the Rev. William Drury, M.A., Chaplain to H.M. the King of the Belgians, to Mary, youngest daughter of the late Thomas Pring, Esq., Clerk of the Peace for the county of Devon, and sister of the Hon. Ratcliffe Pring, Attorney-General of Queensland.

EDGAR—BALLARD—On June 23, Andrew Edgar, Esq., of the Middle Temple, Barrister-at-Law, to Emily Elizabeth, youngest daughter of the late Humphrey Ballard, Esq., of Earl's-terrace, Kensington.

JOHNSON—ADDISON—On June 21, at St. Peter's Church, Bedford, Edward Johnson, Esq., of Southam, Warwickshire, Solicitor, to Lizzie, daughter of the late John Addison, Esq., of Little Staughton, Bedfordshire.

PARKER—DE VOS—On April 19, at Old Mission Church, Calcutta, William Brewster, eldest surviving son of the late Thomas Madyahon Parker, Esq., Solicitor, London, to Ida Alice, only daughter of the late Dr. Robert Francis De Vos, of Colombo, Ceylon.

STEBLE—BARRATT—On June 23, at Coniston Church, Richard Fell Steble, Esq., Solicitor, Liverpool, to Elizabeth, youngest daughter of John Barratt, Esq., of Holywath, Coniston.

WYATT—BENNETT—On June 2, at the Cathedral, St. John's, Frederick Joseph Wyatt, Esq., M.H.A., to Sarah Jane, third daughter of Thomas Bennett, Esq., Stipendiary Magistrate, and J.P. for the Island.

DEATHS.

ABBOTT—On June 25, at Folkestone, Francis George Abbott, Esq., of Mecklenburgh-square and Petty Bag Office, aged 58.

CASWALL—On June 2, on the passage from Cephalonia to Malta, James Clarke Caswell, of H.M.S. Orlando, eldest son of the late Alfred Caswall, Esq., of Binfield, Berks, Barrister-at-Law, of the Inner Temple.

COLQUHOUN—On June 23, Elizabeth (nee Bradbury) the wife of Mr. James Colquhoun, Solicitor, Woolwich, in the 63rd year of her age.

JOYCE—On June 28, at Blackheath-hill, Blackheath, Elizabeth, younger daughter of the late James Joyce, Esq., of Islington, and sister of William Joyce, Esq., of Lincoln's-inn, and Samuel Joyce, Esq., of Gray's-inn, and the Middle Temple, Barristers-at-Law.

MATTHEWS—On June 22, William Matthews, Esq., Solicitor, Gloucester, aged 42.

OGLE—On June 26, at 62, Wimpole-street, Frances Jane Ogle, widow of Chaloner Blake Ogle, Esq.

RANDALL—On March 8, at Drury, Auckland, New Zealand, Edward Francis, eldest son of Chadd Ragsdale Randall, Esq., of Tokenhouse-yard, London, Solicitor, aged 29.

ROBERTSON—On June 25, at Edinburgh, James Robertson, Esq., Writer to the Signet.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

MORGAN, THOMAS PINNER, Middlesex, Gentleman, and SAMUEL HENNELL, Snow-hill, Silversmith. £252 8s. 4d. cash, being the aggregate of several unclaimed payments of an annuity.—Claimed by Mathew Flower and William Flower.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, June 28, 1864.

Allen, Edwd, & Edwd Aston, Manch, Solicitors. June 24. By mutual consent.

Beckitt, H. H., & A. Lewis Livett, London, Manch, and Lpool, Solicitors. June 23. By mutual consent.

Friendly Societies Dissolved.

TUESDAY, June 28, 1864.

Leek—Red Lion Inn Friendly Society. June 24.

Winding-up of Joint Stock Companies.

FRIDAY, June 24, 1864.

LIMITED IN CHANCERY.

Canadian Native Oil Company.—The Master of the Rolls has, by an order dated June 4, on the petition of Wm John Scott, of Bracknell, Berks, Esq, and the Rev Chas Woiley, of Eton College, ordered that the said company be wound up. Miller & Smith, Chatham-pl, Blackfriars.

Ripponden and District Spinning Company.—The Master of the Rolls has appointed Thos Baxendale, Sowerby, Halifax, Official Liquidator.

UNLIMITED IN CHANCERY.

Warwick and Worcester Railway Company.—V. C. Kindersley has appointed Wm Turquand, Tokenhouse-yard, Accountant, to be the Interim Manager, in the place of Hy Ernest, the late Official Manager.

TUESDAY, June 28, 1864.

LIMITED IN CHANCERY.

Anglo-Danubian Steam Navigation and Colliery Company.—Petition for winding-up, presented June 23, will be heard before the Master of the Rolls on July 7. Crowdy, Serjeant's-inn, Fleet-st, Solicitor for the petitioner.

National Company for Boat Building by Machinery.—Petition for winding-up, presented June 24, will be heard before V.C. Wood on July 9. Ellis, Parker, & Clarke, St. Michael's-alley, Cornhill, Solicitors to the petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 24, 1864.

Burbidge, Robt, St James's-sq, Notting-hill, Gent. July 24. Langford & Marsden, Cheapside.

Carwardine, John, Bristol, Gent. Sept 1. Gwynn & Westhrop, Bristol.

Clark, Geo, Tower Wharf, London, Messenger in the Storekeeper's Department. Aug 8. De Jersey & Micklem, Gresham-st.

Cussell, Benj, Richmond, Surrey, Gent. Aug 1. Reynell, Staple-inn.

Davies, Hy, Milton-next-Gravesend. Aug 23. Addams, Doctors'-commons.

Owen, Rev Edw, Anglesey, Clerk. Sept 10. Owen, Beaumaris.

Pickering, Geo, New Malton, York, Gent. July 25. Walker & Langborne, Malton, Yorkshire.

Underwood, John Jas, Ramsgate, retired Colonel Madras Engineers, Esq. Aug 1. Wadeson & French, Doctors'-commons.

Whitaker, Thos, Oakenshaw, Lancaster, Cotton Manufacturer. Aug 31, Kay, Blackburn.

Wilder, Rev Wm Saml Parr, Bath, Clerk. Aug 1. Lethbridge & Mackrell, Abingdon-st, Westminster.
Wilson, Wm, Stressholmes, Durham. Aug 22. Hutchinson & Lucas, Darlington.

TUESDAY, June 28, 1864.

Bowser, Wm, Tunstall, Durham, Gent. Aug 1. Dodds & Trotter, Stockton-on-Tees.
Close, Thos, Stockton, Durham, Merchant. Aug 1. Dodds & Trotter, Stockton-on-Tees.
Coates, Joseph, Leeds, Road Surveyor. Aug 31. Rider & West, Thirsk.
Cowap, Hy, South Stockton, York, Earthenware Manufacturer. Aug 1. Dodds & Trotter, Stockton-on-Tees.
Jessop, Ann, Gawthorpe, York, Widow. Aug 1. Stringer, and Scholes & Brearey, York.
Joicey, Jas, Newcastle-upon-Tyne, Gent. Aug 1. Dodds & Trotter, Stockton-on-Tees.
Magenis, Frodk Richd, Grosvenor-pl, Hanover-sq, Esq. Sept 30. Carlisle & Ordell, New-sq, Lincoln's-inn.
Moses, Louis, Portsea, Jeweller. Sept 1. Low & Son, Portsea.
Pritchett, Joshua, Halifax, Gent. Sept 1. Humble, Bradford.
Russell, Margaret, Cleasby, York, Spinster. Aug 1. Dodds & Trotter, Stockton-on-Tees.
Scaggsgale, Wm, Herbert-st, Hackney-rd, Tin Plate Worker. July 30. Bradshaw, Moorgate-st.
Swinburne, Thos Robt, Durham, Lieutenant-General. Aug 1. Dodds & Trotter, Stockton-on-Tees.
Ward, Margaret, Norton, Durham, Spinster. Aug 1. Dodds & Trotter, Stockton-on-Tees.
White, Eliz, Lpool, Widow. July 15. Duke & Gorley, Lpool.
Whitehead, Robt, Yaxley, Huntingdon, Farmer. Aug 1. Hunnybun, Huntingdon.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 24, 1864.

Bowra, Chas Woollett, Stockwell-pk-rd, Surrey, Merchant. Nov 11. Kent v Thomson, V.C. Kindersley.
Fossey, Geo, Dunstable, Gent. July 13. Burrows v Fossey, M.R.
Isaacs, Israel, Norfolk-rd, St John's-wood, Gent. July 18. Levitt v Levitt, V.C. Stuart.
Kirkham, Wm, Boothby, Lincoln, Grazier. July 23. Scarby v Kirkham, M.R.
Malins, Geo Hy, Brixton-pl, Brixton, Gent. July 22. Gaskin v Rogers, V.C. Wood.
Martin, Ann, Dudley, Worcester, Widow. July 13. Harper v Harper, V.C. Wood.
Miller, Saml, Sutton-in-Ashfield, Nottingham, Gent. July 11. Whitty v Miller, M.R.
Mister, John, Aston, nr Birm, Maltster. July 26. Cotterell v Cotterell, V.C. Stuart.
Sykes, Margaret, Barton, Westmoreland, Widow. July 18. Winch v Lamb, M.R.
Thomas, Thos, Kidwelly, Carmarthen, Gent. July 23. Thomas v Thomas, V.C. Wood.
Walker, Rebecca, Lincoln, Widow, Bootmaker. July 21. Martin v Reynolds, V.C. Wood.
Waters, Geo Humphrey, Shrubland-road, Dalston, Gent. July 16. Waters v Wells, V.C. Stuart.

TUESDAY, June 28, 1864.

Adlam, Jas, Brighton, Wine Merchant. July 21. Lugard v Adlam, V.C. Stuart.
Collins, Chas, Swansea, Solicitor. Aug 1. Square v Haynes, V.C. Stuart.
Dougal, Geo Armstrong, Melina-pl, Westminster-rd, Auctioneer. July 22. Dougal v Hensby, V.C. Wood.
Howell, Rev Griffith, Dangadfaw, Montgomery, Clerk. July 27. Jones v Evans, M.R.
Powell, Rev Evan, Llanbister, Radnor, Clerk. July 29. James v Pugh, V.C. Wood.

Assignments for Benefit of Creditors.

FRIDAY, June 24, 1864.

Coleman, Edmund, & Edmund Chas Coleman, Lateham Wedmore, Somerset, Tailors. Sept 11. Henderson, Bristol.
King, Wm, Chippenham, Draper. Jan 8. Henderson, Bristol.
Mowat, Alex, Bath, Watchmaker. Sept 21. Henderson, Bristol.

TUESDAY, June 28, 1864.

Stonehouse, Simeon, Ramsgate, Grocer. June 2. Gibson, Ramsgate.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 24, 1864.

Arnold, Hy John, Uttoxeter, Stafford, late Cheese Factor. June 20. Comp. Reg June 23.
Arrowsmith, Josiah, Whitechapel-rd, Furniture Dealer. June 20. Asst. Reg June 23.
Ashman, Edwin Arthur, Warminster, Wilts, Currier. June 7. Conv. Reg June 24.
Brown, Chas, Brook-st, Ratcliff, Builder. May 28. Conv. Reg June 24.
Clark, Wm, Kingston-upon-Hull, Bricklayer. June 11. Release. Reg June 21.
Cooper, Hy, High-st, Camden-town, Dealer in Fancy Goods. June 13. Comp. Reg June 24.
Davis, John, Westbromwich, Corn Factor. June 7. Release. Reg June 22.
Foster, Stephen, Hastings, Builder. May 30. Conv. Reg June 21.
Gardner, Richd, Plymouth, Baker. June 1. Conv. Reg June 23.
Goswell, Wm, Midgham, Berks, Builder. June 6. Conv. Reg June 24.
Hall, Thos Pointon, Lpool, Corn Merchant. May 25. Conv. Reg June 23.
Holland, Joseph, Bradford, Tailor. June 1. Asst. Reg June 22.
Hope, Benj, Ely pl, Holborn, Solicitor. June 14. Comp. Reg June 23.
Howard, John, Knott Mill Wharf, Manch, Comm Agent. May 26. Asst. Reg June 22.
Howes, Edwd, Birm, Carriage Lamp Maker. Jun[illegible]. Comp. Reg June 24.
Iles, Chas, Birm, Manufacturer. May 28. Comp. Reg June 24.
Jones, John, Penmaenan, Carnarvon, Butcher. June 9. Conv. Reg June 21.
Kinlan, Thos, Tunbridge Wells, Jeweller. June 21. Inspectorship. Reg June 22.
Lawrence, Jas, & Robt Lawrence, Waltham St Lawrence, Berks, Builders. May 27. Conv. Reg June 22.
Lawson, John Stonehouse, Hafod-gate, nr Swansea, Grocer. May 27. Conv. Reg June 22.
Levy, Moss, Bristol, Boot Maker. June 17. Conv. Reg June 23.
McClements, Alex Thos, Lpool, Grocer. May 23. Asst. Reg June 23.
Mercer, Wm, & Fras Palmer Mercer, Kingston-upon-Hull, Merchants. June 4. Conv. Reg June 21.
Moore, John, Euston-rd, Ironmonger. May 30. Asst. Reg June 21.
Parker, Robt Wm, & Augustus Wm Parker, Bristol, Soap Manufacturers. June 2. Conv. Reg June 23.
Ratcliff, Hy, Birkenhead, Painter. May 30. Conv. Reg June 24.
Salmon, Timothy, Dudley, Marine Store Keeper. June 9. Asst. Reg June 22.
Sladden, Wm, Mornington-cres, Attorney-at-Law. June 21. Comp. Reg June 21.
Smithson, Jas Peter, Bramley, nr Leeds, Cloth Manufacturer. June 4. Asst. Reg June 21.
Thomas, Geo, jun, Bexhill, nr Hastings, Draper. May 26. Asst. Reg June 22.
Walsh, Wm, Blackburn, Plumber. June 16. Comp. Reg June 22.
Wiblin, Wm, Bath, Grocer. May 26. Conv. Reg June 23.
Wilkins, Wm, South Brent, Yeoman, & Joseph Harden, Burnham, Somerset, Yeoman. May 25. Asst. Reg June 22.

TUESDAY, June 28, 1864.

Baber, Saml, Bristol, Haberdasher. June 8. Conv. Reg June 25.
Baguley, Joseph, Withington, Chester, Farmer. June 9. Conv. Reg June 27.
Ball, Benj, Southport, Lancaster, Painter. June 3. Conv. Reg June 27.
Bolte, Philip, Bursover-st, Portland-pl, Tailor. June 24. Comp. Reg June 28.
Brain, Geo Chas, Stapeley, nr Nantwich, Chester, Grocer. June 3. Conv. Reg June 27.
Clarkson, Wm, Blackburn, Innkeeper. June 4. Asst. Reg June 27.
Cooke, Edwin, Kidderminster, Currier. June 4. Conv. Reg June 27.
Coole, Hy, Bath, Chemist. June 3. Asst. Reg June 27.
Cram ton, Joshua, Tong, nr Leeds, Cotton Breaker. June 4. Conv. Reg June 25.
Dawes, John, Spring-st, Paddington, Greengrocer. May 31. Asst. Reg June 27.
Dobson, Robt, Manch, Fustian Manufacturer. June 1. Conv. Reg June 24.
Edwards, Wm, Gt Malvern, Builder. May 31. Asst. Reg June 24.
Elliott, Robt Edwd, Sheerness, Draper. June 1. Conv. Reg June 25.
Hawkins, Chas, Newton-heath, Lancaster, Farmer. June 7. Conv. Reg June 27.
Hickman, John, Gloucester, Grocer. June 4. Conv. Reg June 25.
Hollis, Wm, St Ives, Huntingdon, Grocer. May 30. Asst. Reg June 27.
Hoskins, Jas, Newcastle-upon-Tyne, Hatter. June 1. Conv. Reg June 27.
Howard, Robt, Southport, Lancaster, Plumber. June 7. Conv. Reg June 25.
Law, Leonard, Southsea, Portsea, Railway Clerk. June 22. Release. Reg June 28.
Lockwood, Alfred, & Fredk Thos Fanimond, Chester, Builders. May 30. Comp. Reg June 27.
Mangan, Richd, Preston, Leather Dealer. May 21. Comp. Reg June 24.
Musgrave, Wm, Manch, Shop Keeper. June 16. Comp. Reg June 25.
O'Donnell, Jas, Lpool, Glass and China Merchant. June 23. Conv. Reg June 27.
Pickard, Wm Hy, Leicester, Builder. June 6. Conv. Reg June 27.
Rock, Wm, Lpool, Cooper. May 28. Comp. Reg June 24.
Rose, Isaac, York-rd, Battersea, Clothier. June 22. Asst. Reg June 24.
Schallehn, Hy, Cambridge-ter, Kensington, Professor of Music. June 17. Comp. Reg June 28.
Schofield, Joseph, Manch, Dealer in Cards. June 16. Comp. Reg June 27.
Sim, Wm, Dane's-inn, Strand, Architect. June 13. Arr. Reg June 24.
South, Wm, Hulme, Manch, Contractor. June 8. Comp. Reg June 25.
Sultzbeiger, Hartmann Hy, Lpool, Merchant. June 14. Comp. Reg June 27.
Stonehouse, Simeon, Ramsgate, Grocer. June 2. Asst. Reg June 27.
Thomson, John Wm, Wm John Heppenstall, Hy Lymer, & Richd Pocock, Old Fish-st, London, Wholesale Stationers. May 30. Asst. Reg June 27.
Thuell, Wm Lay, Devon, Tobacconist. June 1. Conv. Reg June 25.
Turville, Robt, Birm, Builder. June 4. Comp. Reg June 25.

Bankrupts.

FRIDAY, June 24, 1864.

To Surrender in London.

Ascott, Hy, jun, Harrow-rd, Licensed Victualler. Pet June 18. July 9 at 11. Walter & Moojen, Bloomsbury.
Bastens, Chas, Neville-ter, Holloway, Professor of Music. Pet June 22. July 12 at 12. Wetherfield, Moorgate-st.
Blagg, Geo Denby, Freemantle, Hants, Chemist's Assistant. Pet June 22. July 9 at 12. Dubois, Gresham-st.
Bricknell, Geo Simcox Yates, Wimbley, nr Sudbury, Farm Bailiff. Pet June 18. July 4 at 2. Keighley & Bull, Basinghall-st.
Brion, John, West Wrathing, nr Linton, Cambridge, Schoolmaster. Pet June 22. July 4 at 2. Peckham, Doctors'-commons.
Coyle, Wm Hy, Greenland-grove, Euston-rd, Dentist. Pet June 21 (for pau). July 12 at 1. Aldridge.
Douthett, Andrew Wilson, Woolwich, Grocer. Adj June 17. July 4 at 1. Aldridge.
Dutton, Thos Robt, Hammersmith, Ivory Turner. Pet June 8. July 5 at 2. Butler & Butler, Tooley-st.
Ferrer, Manuel Gonzalez, Bury-st, Bloomsbury, Manager to a Hotel Keeper. Pet June 21 (for pau). July 9 at 12. Aldridge.
Gales, Wm, Three Colt-st, Old Ford, Carpenter. Pet June 21 (for pau). July 4 at 2. Aldridge.

Goodeve, Alfred, Landport, Hants, General Dealer. Adj June 13. July 12 at 11. Aldridge.
Gosling, Chas, Queen's Head-row, Newington Butts, Boot Maker. Pet June 20. July 9 at 11. Bramwell, Cannon-st.
Gould, Saml, Commercial-st, Spitalfields, Grocer. Pet June 22. July 12 at 12. Neal, Old Broad-st.
Green, Thos Thornton, Victoria-rd, Kentish-town, Surveyor. Pet June 20. July 5 at 2. Harrison & Lewis, Old Jewry.
Huntley, Jane Ann, Mount-st, Grosvenor-sq, Spinster. Pet June 21 (for pau). July 4 at 2. Aldridge.
Hyland, Alfred, Greenwich, Butcher. Adj June 17. July 9 at 11. Aldridge.
Macnair, Peter, & Wm Townsend, Old Fish-st, Manufacturers of Fancy Goods. Pet June 20. July 9 at 12. Francis, Tokenhouse-yard.
Middleton, Geo Milward, Fenchurch-st, Wine Merchant. Pet Dec 22. July 12 at 11. Michael, Bucklersbury
Nethersole, Hy, Princes-st, Marylebone, Journeyman Cabinet Maker. Pet June 21 (for pau). July 12 at 1. Aldridge.
Parker, Geo, New Maldon, Surrey, Builder. Pet June 22. July 9 at 11. Neal, Old Broad-st.
Payne, Saml, Beer-lane, Thames-st, Hotel Manager. Pet June 22. July 4 at 2. Preston & Ley, Water-lane, Gt Tower-st.
Phillimore, Edwd, Judd-st, St Pancras, Cheesemonger. Pet June 22. July 12 at 1. Drew, New Basinghall-st.
Pottle, Hy, Winchester, Watch Maker. Pet June 21. July 9 at 11. Goodwin & Pickett. King's Bench-walk.
Puttock, John, Dover-rd, Surrey, Comm Agent. Pet June 16. July 4 at 1. Fisher, Camberwell New-rd.
Reading, Joseph, Mile End-rd, Journeyman Cooper. Pet June 21. July 12 at 12. Hill, Basinghall-st.
Relton, Thos, Conduit-st, Hyde-park, Tailor. Pet June 22. July 12 at 1. Clark, St Mary's-sq, Paddington-green.
Sands, John Soan, Westerham, Kent, Plumber. Pet June 18. July 12 at 11. Hunt, Gray's-inn-sq, for Bosworth & Brown, Westerham.
Solomons, Saml, Bushey, Herts, Cattle Dealer. Pet June 22. July 12 at 12. G. T. & H. Brandon, Essex-st.
Staples, Geo, Park-rd, Lower Norwood, Carpenter. Pet June 20. July 12 at 11. Simpson, Wellington-st, London-bridge.
Vincent, Pizzey, Gt St Helen's, Printer. Pet June 22. July 5 at 11. Snell, George-st, Mansion-house.
Weston, Wm, Epping, Essex, out of business. Pet June 20. July 4 at 1. Preston & Dorman, Gresham st.
Whitcher, Hy, Southampton, Draper. Pet May 23. July 12 at 12. Treherne & White, Bucklersbury, for Press & Inskip, Bristol.

To Surrender in the Country.

Beahan, John, Salford, Licensed Victualler. Pet June 22. Manch, July 5 at 12. Sutton, Manch.
Beard, Wm Hy, Chatham, Plumber. Adj June 17. Rochester, July 5 at 2. Acworth, Rochester.
Blackman, Thos, Peterborough, Shoemaker. Pet June 18. Peterborough, July 5 at 10. Deacon, Peterborough.
Bonfield, Robt, Chardstock, Dorset, Registrar of Births and Deaths. Adj June 16. Exeter, July 8 at 12.
Brotheridge, John, Weiland, Worcester, Farmer. Pet June 22. Birm, July 8 at 12. Gregory, Upton-on-Severn, and Smith, Birm.
Cato, John, Washington, Durham, Painter. Adj June 15. Newcastle-upon-Tyne, July 6 at 12-30. Hoyle, Newcastle-upon-Tyne.
Chapman, John, Cheltenham, Ironmonger. Pet June 11. Bristol, July 4 at 11. Ball & Purchas, Stroud, and Whittington & Gribble, Bristol.
Cole, Benj, Bradford, Com Agent. Pet June 22. Leeds, July 6 at 11. Hill, Bradford, and Simpson, Leeds.
Davidson, Geo, Gateshead, out of business. Pet June 21. Newcastle-upon-Tyne, July 6 at 12. Harle, Newcastle-upon-Tyne.
Davies, Wm Edwd, Birm, General Dealer. Pet May 14 (for pau). Birm, July 4 at 12. James & Griffin, Birm.
Fearnley, Wm Coates, & Joseph Wright Fearnley, Adwalton, York, Printers. Pet June 21. Leeds, July 6 at 11. Simpson, Leeds.
Fearnley, Thos, Adwalton, York, Shopkeeper. Pet June 21. Leeds, July 6 at 11. Simpson, Leeds.
Fox, Wm Edwd, West Hoathley, Sussex, Farm Bailiff. Pet June 22. East Grinstead, July 6 at 12. Chalk, Brighton.
Gower, Jas, Peterstone-super-Ely, Glamorgan, out of business. Pet June 18. Swansea, July 6 at 2. Griffith, Cardiff.
Griffiths, Richd, Pembridge, Hereford, Farm Bailiff. Pet June 20. Kington, July 5 at 11. Cheese, Kington.
Hales, Hy, Barnstaple, Printer. Pet June 17. Exeter, July 8 at 11. Flond, Exeter.
Hann, John Bicknell, Glastonbury, Somerset, Painter. Pet June 7 (for pau). Taunton, July 8 at 12. Taunton, Taunton.
Holgate, Wm, Burnley, Mechanic. Pet June 20. Burnley, July 7 at 3. Backhouse & Whittam, Burnley.
Jones, Peter, Droitwich, Worcester, Painter. Pet June 22. Droitwich, July 6 at 12. Bentley, Worcester.
Langley, Thos, Sparkbrook, nr Birm, Shoemaker. Pet June 20. Birm, July 30 at 10. Parry, Birm.
Lloyd, Chas, Brewood, Stafford, Grocer. Adj June 17. Wolverhampton, July 5 at 12. Walker, Wolverhampton.
M'Dermott, John, Lpool, out of business. Pet June 21. Lpool, July 7 at 11. Best, Lpool.
Marcus, David Levi, Lpool, Clock Merchant. Adj June 20. Lpool, July 5 at 11.
Medd, Thos, Norton, nr Stockton-upon-Tees, out of business. Pet June 17. Newcastle-upon-Tyne, July 6 at 12. Harle, Newcastle-on-Tyne.
Miller, Thos Corne, Wrentham, Suffolk, Surgeon. Pet June 21. Halesworth, July 5 at 12. Kent, Beccles.
Payne, John, Doncaster, Engineer. Pet June 22. Doncaster, July 6 at 12. Woodhead, Doncaster.
Prior, Wm, Stocklegh Mill, Devon, Miller. Pet June 18. Crediton, July 4 at 11. Fryer, Exeter.
Rawcliffe, Thos, Bootle, nr Lpool, Shoemaker. Pet June 22. Lpool, July 5 at 11. Best, Lpool.
Richmond, Geo Richd, Darlington, Durham, Machinist. Pet June 14. Newcastle-upon-Tyne, July 6 at 11.30. Brignal, Durham.
Roberts, Richd, Everton, nr Lpool, Joiner. Pet June 21. Lpool, July 7 at 11. Cobb, Lpool.
Robinson, Hy, Stowmarket, Suffolk, Glover. Pet June 16. Stowmarket, July 4 at 10. Fuller, Stowmarket.
Sanders, Thos, Plymouth, Tea Dealer. Pet June 23. Stowmarket, July 14 at 12.30. Flond, Exeter.
Seage, Epaphras, sen, & Epaphras Seage, jun, Exeter, Smiths. Pet June 20. Exeter, July 4 at 11. Rogers, Exeter.
Smith, Wm Lewis, Ebbw-vale, Monmouth, Draper. Adj June 14. Tredegar, July 15 at 2. Harris, Tredegar.
Swanborough, Wm Hy, Plymouth, Theatrical Manager. Pet June 17 (for pau). Exeter, July 6 at 11. Flond, Exeter.
Tarrant, Geo, Winchester, Gasfitter. Pet June 22. Winchester, July 7 at 11. Rawlins, Winchester.
Travis, John, Birm, Fire Iron Maker. Pet June 21. Birm, July 30 at 10. Parry, Birm.
Tyer, Fredk, Landport, Hants, Cattle Dealer. Pet June 21. Portsmouth, July 4 at 11. Paffard, Portsea.
Vaughan, Thos, Tipton, Stafford, Miner. Adj June 14. Dudley, July 5 at 11.
Wathen, Wm, Hereford, Licensed Victualler. Pet June 17. Birm, July 4 at 12. Averill, Hereford, and Hodgson & Son, Birm.
West, Thos, Lewisham, Journeyman Turner. Pet June 17. Chichester, June 29 at 10. Lamb, Brighton.
Wild, Jas, Gorton Brook, nr Manch, Carter. Pet June 22. Manch, July 8 at 9.30. Cobbett & Wheeler, Manch.
Woods, Wm Jas, Ipswich, Journeyman Sawyer. Pet June 22. Ipswich, July 6 at 11. Moore, Ipswich.

TUESDAY, June 28, 1864.

To Surrender in London.

Allen, Fredk, jun, Hampton, Middx, no business. Pet June 23. July 11 at 2. Lewis, Gt Marlborough-st.
Ampleford, Robt, High-st, Wapping, Coffee-house Keeper. Adj June 21. July 11 at 12. Aldridge.
Andrews, Sarah, Reigate, Widow, Licensed Victualler. Pet June 24. July 11 at 1. Dalton, Bucklersbury.
Bennett, Thos, Lpool, Fancy Draper. Adj June 20. June 11 at 1. Aldridge.
Bensted, Geo Saml, Waltham Abbey, Essex, Grocer, Pet June 22. July 12 at 11. Phelp, Bucklersbury.
Boulter, Joseph John, Robinhood-lane, Poplar, Leather Seller. Pet June 24. July 12 at 12. Buchanan, Basinghall-st.
Bower, Robt, Tonsley-hill, Wandsworth, Clerk. Pet June 22. July 11 at 1. Heath, St Helen's-pl.
Brewer, Nathaniel, Globe-cres, Stratford, Essex, Florist. Pet June 21. July 11 at 1. Wood & Ring, Basinghall-st.
Bristow, Geo, Gravel-lane, Southwark, Coffee-house Keeper. Adj June 22. July 11 at 12. Aldridge.
Brooks, John, Coburg-rd, Old Kent-rd, Timber Dealer. Pet June 22. July 9 at 12. Buchanan, Basinghall-st.
Buckland, Wm John, West-sq, Southwark, Upholsterer. Adj June 21. July 11 at 12. Aldridge.
Cayley, Walter John, Osborne-pl, Spitalfields, Pianoforte Manfacturer. Pet June 23. July 11 at 11. Hill, Basinghall-st.
Chambers, Hy Hollands, Brixton-hill-ter, Commercial Traveller. Pet June 25. July 12 at 2. Peek & Downing, Basinghall-st.
Chilvers, Edwin Hy, The Terrace, Hampton-wick, Tailor. Pet June 21. July 12 at 2. Olive, Portsmouth st, Lincoln's-inn.
Dale, Hy, Mortimer-st, Cavendish-sq, Tailors' Trimming Seller. Pet June 23. July 11 at 12. Reed, Guildhall-chambers.
Dudley, Wm, Wood-green, Tottenham, Nurseryman. Adj June 21. July 11 at 12. Aldridge.
Duffy, Michl, Old-st, St Luke's, Beerhouse Keeper. Adj June 21. July 11 at 12. Aldridge.
Elliott, Louis Philip, Old Kent-rd, Fish Salesman. Pet June 22. July 11 at 11. Wood, Bucklersbury.
Farrand, Joseph, Bampton-st, Caledonian-rd, Foreman to a Fruit Salesman. Pet June 24. July 12 at 12. Webb, Lincoln's-inn-fields.
Green, Fredk Owen, Hatton-garden, Dealer in Glass. Pet June 23. July 11 at 11. Lewis & Sons, Wilmington-sq.
Hardes, Richd, Platina-st, Finsbury, Porter. Adj June 21. July 11 at 12 Aldridge.
Hawkins, Saml Ward, Luton, Watchmaker. Pet June 24. July 11 at 2. Sismey, Serjeant's-inn.
Hazeel, Alex, Cloudesley-ter, Islington, Boarding-house Keeper. Adj June 21. July 12 at 11. Aldridge.
Hetherington, John, Rose-ter, Stratford, General Dealer. Adj June 21. July 11 at 1. Aldridge.
Howell, Bertram Hugh, Whitecross-st Prison. Pet June 24. July 12 at 12. Hillyer & Co. Fenchurch-st.
Howes, Wm, Dartmouth-ter, Rotherhithe, out of business. Pet June 22. July 12 at 1. Wells, Moorgate-st.
Jordan, Hy, East-rd, City-rd, Brass Finisher. Pet June 25. July 12 at 2. Davies, Old Broad-st.
Lambert, Chas. jun, West India-rd, Limehouse, Shipping Butcher. Adj June 21. July 11 at 1. Aldridge.
Laurence, Geo Hy, Tonbridge Wells, Photographer. Pet June 25. July 11 at 1. Sole & Co, Aldermanbury.
Lewis, Isaac, Hampden-st, Harrow-rd, Plumber. Pet June 21. July 9 at 12. Cooper, St Martin's-lane.
McLaren, David Scobie, Fulham-rd, Engineer. Pet June 22. July 9 at 1. Batt & Son, Dyer's-hall.
McNeill, Wm. and Wm Moody, Moorgate-st, Stationers. Pet June 24. July 12 at 12. Smith, Gt Tower-st.
Maynell, Fredk Robt, Northend, Fulham, Clerk. Pet June 21. July 11 at 12. Kisch, Lancaster-place, Strand.
Mills, Hy, Rosemary Branch Tavern, Islington, Licensed Victualler. Pet June 15. July 12 at 12. Brown & Godwin, Finsbury-pl.
Moon, Isaac Hostler, Shakespeare Ale-house, Whitechapel-rd, out of business. Pet June 24. July 11 at 12. Aldridge.
Morse, John, jun, Tottenham-pl, Tottenham-ct-rd, Carman. Pet June 25. July 12 at 2. Ablett, Basinghall-st.
Reinhard, Philip Jas, Charles-st, St James's-sq, Stage Manager. Pet June 24. July 11 at 2. Levy, Henrietta-st, Covent-garden.
Richardson, Wm Christopher, City-rd, Civil Engineer. Pet June 24. July 11 at 2. Peverley, Coleman-st.
Roche, Michl, Vine-st, Leather-lane, Holborn, Cowkeeper. Adj June 21. July 12 at 11. Aldridge.
Ross, Dan[illegible] as Somerville, Copley-st, Mile End-rd, out of business. Pet June 24 (for pau). July 11 at 2. Aldridge.

Shiers, John Wm, Pentonville-rd, Tailor. Pet June 23. July 11 at 11. Hill, Basinghall-st.
Sidney, Wm, Bridge-avenue, Hammersmith, General Merchant. Adj June 24. July 11 at 1. Aldridge.
Smith, Danl David, Newport-ter, Mile End Gate, Provision Dealer. Adj June 21. July 11 at 1. Aldridge.
Spencer, Hy Worthington, Whitecross-st Prison. Pet June 24. July 11 at 11. Hillyer & Fenwick, Fenchurch-st.
Stacy, Hy, Francis-st, Torrington-sq, no occupation. Adj June 21. July 11 at 1. Aldridge.
Tannebaum, Louis, Thomas-st, Commercial-rd East, out of business. Pet June 24. July 11 at 1. Coleman, Charlotte-row, Mansion-house.
Vears, Chas Wm, North-st, Lambeth, out of employ. Pet June 23. July 9 at 1. Marshall, Lincoln's-inn-fields.
Webb, Wm, Windsor-rd, Upper Holloway, Microscopic Merchant. Pet June 22. July 13 at 11. Leete, Gt Carter-lane.

o Surrender in the Country.

Anderton, Saml Grantham, Salford, Accountant. Pet June 23. Salford, July 9 at 9.30. Ambler, Manch.
Arnold, Wm, Nuneaton, Warwick, Journeyman Blacksmith. Pet June 21. Nuneaton, July 23 at 10. Estlin, Nuneaton.
Bakewell, Thos Luke, Birm, Journeyman Machinist. Pet June 24. Birm, July 30 at 10. Clarke, Birm.
Banks, John, Keighley, York, Journeyman Tailor. Pet June 25. Keighley, July 14 at 10.30. Harle, Leeds.
Barstow, Benj Hawkesworth, Wetherby, York, Ironmonger. Pet June 24. Leeds, July 13 at 11. Rooke, Leeds.
Beardsmore, John, Westbromwich, Stafford, Beerseller. Adj June 14. Oldbury, July 12 at 10. Jackson, Westbromwich.
Bell, Thos, Carlisle, Joiner. Pet June 25. Carlisle, July 8 at 11. McAlpin, Carlisle.
Blore, John, Little Bolton, Lancaster, Mechanic. Pet June 23. Bolton, July 9 at 10. Richardson & Brandwood, Bolton.
Bull, Jas, Colyton, Devon, Thatcher. Pet June 23. Axminster, July 9 at 12. Hillman, Lyme Regis.
Carson, John, West Hallam, Derby, Painter. Pet June 13. Derby, July 15 at 12. Leech, Derby.
Carter, Saml, jun, Westfield, Leeds, Bobbin Maker. Pet June 24. Leeds, July 8 at 12. Carr, Leeds.
Charles, Richd, Warrington, Lancaster, Cabinet Maker. Adj June 17. Manch, July 8 at 11. Pott, Manch.
Cooper, Geo, Cobridge, Stafford, Comm Agent. Pet June 25. Hanley, July 9 at 11. Moxon, Hanley.
Cooper, John, Northampton, Earthenware Dealer. Pet June 25. Northampton, July 9 at 10. Shield & White, Northampton.
Dobbs, Jas, Manch, Beerseller. Adj June 17 (for pau). Manch, July 13 at 9.30. Clegg, Manch.
Dolman, Geo, Rowden, Wilts. Pet June 18. Chippenham, July 16 at 10. Rawlings, Melksham.
Dunn, Hy, Stroud, Harness Maker. Pet June 25. Bristol, July 11 at 11. Kearsey, Stroud, and Abbot & Co, Bristol.
Eaton, Edmund, Mold, Flint, General Dealer. Pet June 21. Mold, July 18 at 11. Parry, Mold.
Edgcombe, Richd, Truro, Cornwall, Marble Mason. Adj June 11. Truro, July 15 at 4. Marshall, Truro.
Ellershaw, Wm, Salford, Beerseller. Pet June 21. Blackburn, July 11 at 1. Whalley & Collett, Blackburn.
Fox, Jonathan, Kirton-in-Lindsey, Lincoln, Butcher. Pet June 17. Brigg, July 7 at 10. Howlett, Kirton.
Gregory, Richd, Exford, Somerset, Lessee of a Mine. Adj June 16. South Molton, July 22 at 10.
Gully, Edwd, Plymouth, Licensed Victualler. Pet June 24. East Stonehouse, July 13 at 11. Gidley, Plymouth.
Hardcastle, Wm, Kensington, nr Lpool, Tutor. Pet June 23. Lpool, July 5 at 11. Best, Lpool.
Harrison, John, Derby, Corn and Flour Dealer. Pet June 22. Derby, July 15 at 12. Leech, Derby.
Harrison, Joseph, Carlisle, Labourer. Pet June 24. Wigton, July 8 at 11. Ostell, Carlisle.
Hewett, Wm, Gt Yarmouth, Boot Maker. Pet June 21. Gt Yarmouth, July 11 at 12. Cufaude, Gt Yarmouth.
Hornby, Wm, Downton, Wilts, Blacksmith. Adj June 18. Salisbury, July 19 at 4.
Hoyle, Wm, Halifax, Furniture Dealer. Pet June 23. Leeds, July 13 at 11. Jubb, Halifax, and Bond & Barwick, Leeds.
Insley, Francis, Drakelow, Derby, Farmer. Pet June 14 (for pau). Derby, July 15 at 12. Leech, Derby.
Jackson, John, Morley, York, Druggist. Pet June 20. Leeds, July 13 at 11. Simpson, Leeds.
Jones, Edwd, Bagillt, Flint, Grocer. Pet June 24. Holywell, July 9 at 11. Davies, Holywell.
Jullien, Louis Geo, Brighton, Musical Director. Pet June 18 (for pau). Lewes, July 6 at 10. Lamb, Brighton.
King, Benj Coleby, Beccles, Suffolk, Tailor. Pet June 23. Beccles, July 12 at 10. Kent, Beccles.
Kirkbride, John, Carlisle, Tailor. Pet June 24. Carlisle, July 8 at 11. Donald, Carlisle.
Large, Joseph, Leeds, out of business. Pet June 20. Leeds, July 8 at 12. Harle, Leeds.
Manley, Geo Hall, Birm, Grocer's Assistant. Pet June 24. Birm, July 15 at 12. Beaton, Birm.
Mills, Jas, Rochester, out of business. Pet June 24. Rochester, July 12 at 3. Hayward, Rochester.
Moreton, David, Stockingford, Warwick, Ribbon Weaver. Pet June 28. Nuneaton, July 23 at 10. Estlin, Nuneaton.
Must, Noah, Bures St Mary, Suffolk. Butcher's Assistant. Pet June 21. Sudbury, July 11 at 3. Mumford, Sudbury.
Pallister, John, Wellington, Durham, Blacksmith. Pet June 22. Durham, July 13 at 12. Thornton, Bishop Auckland.
Parker, Jas, Newtown, Leeds, out of business. Pet June 23. Leeds, July 8 at 12. Harle, Leeds.
Pershall, Stephen, Derby, Shoemaker. Pet June 14. Derby, July 15 at 12. Gamble, Derby.
Phipps, Hy, Borden, Kent. Pet June 22 (for pau). Sittingbourne, July 9 at 11. Jukes, Basinghall-street.
Powell, Hy, East Horrington, Somerset, Spirit Merchant. Pet June 9. Bristol, July 8 at 11. Clifton & Brooking, Bristol.
Priestly, Jas, Tanners, nr Ramsbottom, Lancaster, out of business. Pet June 25. Manch, July 18 at 11. Gardner, Manch.
Rees, Hy, Meline, Pembroke, Husbandman. Pet June 25. Cardigan, July 14 at 11. George, Cardigan.
Salvidge, Jas Cullifford, East Harptree, Somerset, General-shop Keeper. Pet June 9. Bristol, July 8 at 11. Clifton & Brooking, Bristol.
Sanders, Thos, Birm, Brassfounder. Pet June 24. Birm, July 30 at 10. East, Birm.
Sanderson, Garland, Howden, York, Tailor. Pet June 22. Leeds, July 13 at 12. Ayre, Hull.
Saunders, Jas Sherman, Birm, Shoe Factor. Pet June 23. Birm, July 11 at 12. Beaton, Birm.
Smith, Alfred, Sheffield, Scissor Maker. Pet June 23. Sheffield, July 14 at 1. Broadbent, Sheffield.
Smith, Arthur, Little Hadham, Hertford, Cattle Dealer. Pet June 23. Bishop's Stortford, July 14 at 11. Armstrong, Hertford.
Smith, Jas, Sheffield, Cowkeeper. Pet June 23. Sheffield, July 14 at 1. Broadbent, Sheffield.
Speck, Robt, Hessle, York, Millwright. Pet June 22. Leeds, July 13 at 12. Jackson & Son, Hull.
Streeter, Thos, Elstead, Surrey, Farmer. Pet June 20. Godalming, July 9 at 10. White, Lanes-inn, Strand.
Taylor, Jas, Lpool, Slater. Pet June 22. Lpool, July 8 at 3. Henry, Lpool.
Vickers, Wm, Westbromwich, Stafford, Gas Tube Fitting Maker. Pet June 24. Oldbury, July 12 at 10. Shakespeare, Oldbury.
Ward, John Dixon, Bolsover, Derby, Surgeon. Pet June 20. Leeds, July 8 at 11. Shacklock, Mansfield, and Smith & Burdekin, Sheffield.
White, Thos, Adwalton, York, Stonemason. Pet June 22. Bradford, July 15 at 9.45. Hill, Bradford.
Whitehead, Hy, Manch, out of employment. Pet June 17 (for pau). Manch, July 13 at 9.30. Gardner, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, June 24, 1864.

Holland, Thos, Lpool, Licensed Victualler. June 16.

TUESDAY, June 28, 1864.

Fleet, Benj, Apollo-bldgs, Walworth, Soda Water Manufacturer. June 24.
Northway, Saml, Torquay, Wine Merchant. June 24.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 17.—By Messrs. NORTON, HOGGART, & TRIST.

Freehold ground-rent of £6 6s. per annum, with reversion, arising out of several residences, cottages, and beer-shop, situate fronting the High-road, Reigate—Sold for £340.
Freehold residence, known as Amwell House, with coach-houses, stabling, and offices, and pleasure-grounds, &c., situate at Great Amwell, Herts, the whole containing about 25 acres—Sold for £5,000.
Freehold estate, known as Bartram's Farm, situate at Standon, Herts, and comprising a farm-house, farm-buildings, and several enclosures of arable, pasture, meadow, and wood land, the whole containing about 245 acres—Sold for £7,000.
Freehold estate, known as Flanchford Farm, situate in the parishes of Buckland and Reigate, Surrey, and comprising a farm-house, with buildings, &c., and several enclosures of arable, pasture, meadow, and wood land, the whole containing 231a 0r 25p—Sold for £12,850.
Freehold estate, known as Dean and Stumblehole Farms, situate in the parishes of Leigh and Horley, Surrey, and comprising a farm-house, buildings, and several enclosures of arable, meadow, pasture, and wood land, containing 235a 0r 39p—Sold for £8,000.
Freehold estate, known as Heath House Farm, situate in the parish of Charlwood, Surrey, comprising a farm-house and buildings, &c., and 269a 2r 10p of arable, pasture, and meadow land—Sold for £10,300.

By Mr. FRANK LEWIS.

Freehold, 2 building sites, fronting the Weybridge estate, which abuts on the high road facing Oatlands-park, Surrey—Sold for £195.
Lease and goodwill of the premises situate No. 5, Queen's-terrace, York-road, Camden New Town; held for 21 years from December, 1855, at £66 per annum—Sold for £90.

By Messrs. RUSHWORTH, JARVIS, & ABBOTT.

Leasehold residence, situate No. 8, Rye-lane, Peckham; term, 69 years from June, 1825; apportioned ground-rent, £12 per annum—Sold for £405.
Freehold and copyhold residence, known as Garrick's-villa, situate at Hampton, Middlesex, with stable, coach-house, buildings, and dwelling-house adjoining, pleasure-grounds, &c., containing about 11a 1r 14p—Sold for £10,800.
Copyhold island, called Ashen Ayte, or Eyott-hill, situate at Hampton, Middlesex, containg 4a 2r 34p; let at £25 per annum—Sold for £460.

June 20.—By Messrs. MAY & FULLER.

Freehold residence, with offices, pleasure-grounds, &c., known as Donnington-cottage, Newbury, Berks—Sold for £1,590.

By Mr. ROBINS.

Leasehold house, being No. 8, Little Charlotte-street, Blackfriars-road; term, 99 years from Christmas, 1775, at a ground-rent of £7 per annum, and let at £35 per annum.—Sold for £155.

June 21.—By Messrs DEBENHAM & TEWSON.

Freehold plot of building land, situate immediately adjacent to the Kinley Station, containing 1a 0r 6p—Sold for £240.
Freehold plot of building land, situate as above, and containing 4a 2r 30p—Sold for £750.
Freehold plot of building land, situate as above, and containing 1a 0r 4p—Sold for £230.
Freehold plot of building land, situate as above, and containing 1a 0r 28p—Sold for £230.
Freehold plot of building land, situate as above, and containing 1a 1r 34p Sold for £260.
Freehold plot of building land, situate as above, and containing 3a 1r 37p—Sold for £980.
Freehold plot of building land, situate as above, and containing 7a 1r 1p—Sold for £1,900.
Freehold plot of building land, situate as above, fronting the high road from London and Croydon to Godstone and Caterham, containing 2r 2p—Sold for £150.

June 23.—By Messrs. Butcher.

Freehold and copyhold residence and land, situate at Great Bookham, Surrey, comprising about 7a 2r 23p—Sold for £1,800.

AT GARRAWAY'S.

June 20.—By Mr. Marsh.

Leasehold, 2 dwelling houses, being Nos. 33 & 34, Alderminster-road, Bermondsey; producing £62 6s. per annum—Sold for £420.

Leasehold dwelling house with shop, being No. 5, Market-place, Clapham; let at £30 per annum; held for an unexpired term of 29½ years, from Midsummer day, 1864; ground-rent £3 per annum—Sold for £350.

Leasehold dwelling house with shop, being No. 7, Bromell's-road, Clapham-road; let at £22 per annum; term, 36 years from December, 1857; ground-rent £3 per annum—Sold for £120.

Leasehold dwelling house, being No. 26, Colebarbour-street, Hackney-road; let at £18 4s. per annum; term, 71¾ years from December, 1815; ground rent £3 3s. per annum—Sold for £100.

By Messrs. Daniel Cronin & Sons.

Lease, goodwill, and possession of the "Swallow Galley," Public house, situate in Rotherhithe-street, Rotherhithe—Sold for £1,950.

June 21.—By Messrs. Blake.

Freehold estate, known as Farleigh-green Farm, situate at Farleigh, Surrey, containing nearly 150 acres—Sold for £4,650.

Freehold, 14 lots of building land, situate in Southbridge and Keen's-roads, Croydon, Surrey, being part of the Haling-park estate—Sold from £140 to £330 per plot.

By Mr. Marsh.

Leasehold, 4 houses, being Nos. 1 to 4, Charlotte-cottages, Hamilton-road, Gipsy-hill, Norwood; producing £75 10s. per annum; term, 500 years from December, 1855; ground-rent, £13 4s. per annum—Sold for £280.

Leasehold house and shop, situate in High-street, Lower Norwood, together with piece of ground in the rear; producing £30 10s. per annum; term, 70 years from March, 1854; ground-rent, £5 per annum—Sold for £200.

Leasehold cottage and smith's shop, opposite the above, together with workshop and garden in the rear; producing £28 per annum; term, 60 years from June, 1818; ground-rent, £6 per annum—Sold for £70.

Leasehold, 4 dwelling-houses, being Nos. 1 to 4, Pennington-cottages, Hamilton-road, Gipsy-hill, Norwood; producing £77 7s. 4d. per annum; term, 999 years from September, 1855; ground-rent, £11 14s. per annum—Sold for £220.

Leasehold, 4 dwelling-houses, being Nos. 1 to 4, Handsworth-cottages, Hamilton-road, Lower Norwood; producing £75 per annum; term, 999 years from December, 1855; ground-rent, £13 4s. per annum—Sold for £210.

Leasehold, 2 dwelling-houses, known as Nos. 1 and 2, Myrtle-villas, Hamilton-road, Gipsy-hill, Lower Norwood; producing £69 per annum; term, similar to above; ground-rent, £13 4s. per annum—Sold for £245.

Leasehold residence, being No. 16, Barrington-villas, St. James-road, Brixton; let at £40 per annum—Sold or £340.

Leasehold rental of £175 per annum, arising out of a house and business premises, being No. 1, New Coventry-street, Leicester-square; term, 52½ years from September, 1841—Sold for £500.

Freehold dwelling house, being No 1, Charles-street, George-street, Old Kent-road; let at £14 16s. per annum—Sold for £130.

Freehold house, being No. 2, Charles-street; let at £16 0s. 8d. per annum—Sold for £150.

Freehold house, being No. 3, Charles-street; let at £16 0s. 8d. per annum—Sold for £150.

Freehold house, being No. 4, Charles-street; let at £14 16s. per annum—Sold for £150.

Freehold house, being No. 5, Charles-street; let at £16 0s. 8d. per annum—Sold for £150.

Freehold house, being No. 6, Charles-street; let a £16 0s. 8d, per annum—Sold for £150.

At Garraway's, on Wednesday, July 13.

MESSRS. EDWIN FOX & BOUSFIELD will SELL by AUCTION the following ESTATES:—

1. A very desirable Freehold Villa Residence, pleasantly situate at Sutton, Surrey, known as "Keithfield," containing eight bed chambers, three reception rooms, good offices, stabling, &c., and surrounded by its own ornamental grounds of about two acres in extent, with possession.—Solicitors, Messrs. Roche & Gover, 33, Old Jewry, E.C.

2. A valuable long Leasehold Residence, at Sutton (adjoining the preceding lot), containing nine bed-chambers, three reception-rooms, good offices and garden. Lease 90 years. Ground-rent £30. For occupation.—Solicitors, Messrs. Roche & Gover, 33, Old Jewry, E.C.

3. Between Dulwich and Forest-hill. An Italian Villa Residence, perfectly unique in the elegance of its appointments, the convenience of its arrangements, and the beauty of its position, wealth, judgment, and refined taste having combined to produce a perfect bijou, the house contains three elegant reception-rooms, six bed-chambers, two staircases, domestic offices; the outbuildings comprise two-stall stable, coach-house; the grounds occupy about two acres, and consist of choice shrubberies, lawns, and pleasure garden, three ornamental sheets of water, rookeries, feneries, &c. The greater part is freehold, the remainder being held on long lease.—Solicitors, Messrs. Reed and Phelps, 3, Gresham-street.

4 (Six Lots). Six modern semi-detached Freehold Residences in Palace-square, Upper Norwood, close to the Crystal Palace and park and the railway station, known as Orient Villa, Hope Villa, Grafton Villa, Clyde House, Oak Villa and the Laurels. The rental value is £400 per annum.—Solicitor, James Bell, Esq., 21, Abchurch-lane, King William-street, E.C.

5. First-class long leasehold detached family residence, with possession, situate on the slope of Notting-hill, facing the main road at the principal entrance to Holland-park. Well planned and substantially built, containing 9 bed-chambers with dressing-rooms, bath-room, 3 handsome reception-rooms and ample servants' office, garden in front and rear. Solicitors, Messrs. Brace & Leathes, 9, Chandos-street, Cavendish-square.

6. Four Policies of Assurance in the National Provident Institution, for £100, £150, £200, and £300, effected in 1846, 1849, 1851, and 1851, and on the life of two gentlemen aged 58 and 60, and subject to low reduced premiums.—Solicitors, Messrs. Ashurst, Morris, & Co., 6, Old Jewry, E.C.

41, Coleman street, Bank, E.C.

Camberwell, on the high road to Peckham.—Commodious Family Residence, with coach-house, stabling, and large gardens.

MESSRS. WINSTANLEY & HORWOOD are instructed by the Executors of the late Hugh Slack, Esq., to offer for SALE by AUCTION, at the GUILDHALL HOTEL, Gresham-street, Cheapside, on THURSDAY, JULY 7, a valuable and desirable ESTATE, nearly equal in value to freehold, being held for an unexpired term of about 400 years, at a peppercorn; consisting of a convenient residence, approached by a carriage drive, pleasantly situate on The Terrace, at Camberwell, nearly opposite the Vestry-hall, containing an excellent drawing-room about 28ft. by 13ft. 6in., a dining-room 19ft. by 14ft., morning-room, seven bed-chambers, store-room, small room (now used as a surgery), spacious entrance-hall, domestic offices replete with every convenience, and separate entrance thereto; walled garden with greenhouse, two-stall stable, coach-house, &c., and a kitchen garden immediately in the rear, nearly 400ft. long; in the occupation of Dr. Henwood, at the moderate net rental of £90 per annum.

To be viewed by permission of the tenant, and with tickets only, which (with printed particulars) may be obtained of Messrs. WINSTANLEY & HORWOOD, 10, Paternoster row, E.C.

Particulars also of Messrs. DESBOROUGH, YOUNG, & DESBOROUGH, Solicitors, Size-lane, E.C.;

and at the place of sale.

Bonchurch, Isle of Wight.—Delightful Marine Residence, with possession.

MESSRS. WINSTANLEY & HORWOOD have received instructions from the Executors of the late John Constable, Esq., to offer for SALE by AUCTION, at the GUILDHALL HOTEL, Gresham-street Cheapside, London, on THURSDAY, JULY 7, a stone-built detached VILLA RESIDENCE, known as Gothic Cottage, situate in the romantic and justly admired village of Bonchurch. The cottage, which is approached by a carriage sweep through a garden and lawn, contains three reception-rooms, seven bed and dressing-rooms, water-closet, good domestic offices and cellerage, and in the rear there is a thickly-planted shrubbery walk extending up the face of the Undercliff to a plateau from which a magnificent sea view is obtained. The property is held by lease for an unexpired term of 76 years, at the moderate ground-rent of £10 per annum.

To be viewed by applying to the person in care, and printed particulars may be had at the residence of Mr. WICKER, Estate Agent, Ventnor; at the Pier Hotel, Ryde; Fountain Hotel, West Cowes; and in London, of

Messrs. DESBOROUGH, YOUNG, & DESBOROUGH, Solicitors, Size-lane, Bucklersbury;

of Messrs. WINSTANLEY & HORWOOD, 10, Paternoster-row, E.C.: and at the place of sale.

PRINCE'S GATE, Hyde-park.—Family Mansion, with possession.—Messrs. Mansell and Elliot are honoured with instructions to SELL, by Private Contract, a very superior and well-finished MANSION, in this popular locale: containing four spacious best bed chambers, two dressing-rooms (one with bath), four servants' bedrooms, two noble and elegant drawing-rooms, boudoir, charming library, capital dining room and gentleman's room, complete offices, and six-stall stabling, with double coach-house.—For terms and orders to view apply to Messrs. Mansell & Elliott, Belgravia estate offices, 13A, Belgrave-square, S.W.

ENGLEFIELD-GREEN.—A charming residence for the Summer months.—Messrs. Mansell & Elliott are instructed to LET, from the end of July, for ten weeks, a handsomely FURNISHED RESIDENCE; containing four best bed-rooms and one dressing-room, five servants' bed-rooms, dining and drawing-rooms, study, library, bath-room, and excellent domestic offices. There are stabling for four horses, coach-house and coachman's room. Included in the rent will be a good supply of fruit and grapes.—For particulars and orders to view apply to Messrs. Mansell and Elliott, Land Agents, No. 13A, Belgrave-square, S.W.

BELGRAVIA.—Medium-class Residences to be Let, unfurnished, within a few doors of Belgrave-square.—Messrs. Mansell and Elliott have instructions to DISPOSE OF the LEASE of a charming RESIDENCE, having 14 years unexpired, and held at £140 per annum only. Early possession.—Apply at their Auction and Estate Agency Offices, 13A, Belgrave-square, S.W.

CHESTER STREET, GROSVENOR PLACE.—To be LET, on LEASE, or Furnished, for the season, a most desirable and well-arranged RESIDENCE, containing 8 bed-chambers and dressing-room, 2 drawing-rooms and boudoir, dining-room, morning-room, and dressing-room; good offices, and stabling in the rear for 3 horses.—Cards to view and terms of Messrs. Mansell and Elliott, No. 13A, Belgrave-square.

NEAR EGHAM and ENGLEFIELD-GREEN.—Unfurnished Mansion, within a mile of a railway station, with 36 acres of land.—Messrs. MANSELL and ELLIOTT are authorised to LET, for five or seven years, or longer period, a capital FAMILY MANSION, standing in park-like grounds of 30 acres, with beautiful lawns, gardens, pleasure grounds, extensive kitchen garden, vineries, hothouse, stabling for 10 horses, and every requisite for a nobleman's or gentleman's family. The mansion contains large entrance-hall, dining-room 26ft. by 19ft., library 28ft by 18ft. 6in., drawing-room 29ft. by 20ft., boudoir and ante-room, six best bed chambers, two dressing-rooms, seven secondary and servants' bed rooms, and complete domestic offices. The shooting over 1,000 acres can be had. For terms and orders to view apply to Messrs. Mansell & Elliott, Estate Agents and Auctioneers, 13A, Belgrave-square, S.W.

BERKS, within an hour's ride from Paddington, and two miles of a station on the Great Western Railway.—Messrs. Mansell and Elliott are instructed to SELL, by Private Contract, a FREEHOLD and part COPYHOLD PROPERTY; comprising a gentlemanly residence, with stabling, gardens, lawns, orchard, and three closes of rich meadow land, in all about 12 acres, with possession. The residence is substantially built, and contains well-proportioned dining and drawing-rooms, library, four best bed-rooms, dressing-room, four secondary and for servants' bed-rooms, and convenient offices. The whole supplied with excellent water. For particulars and order to view apply to Messrs. Mansel and Elliott, Land Agents and Valuers, No. 13A, Belgrave-square, S.W.

NEAR SUNNING-HILL and VIRGINIA WATER.—Freehold Residential Property, within a mile of a railway station, with possession.—Messrs. Mansell and Elliott are favoured with instructions to SELL, by Private Contract, a highly desirable and and attractive FREEHOLD ESTATE; comprising an excellent and comodious residence, with capital attached and detached offices, surrounded by beautiful lawns, pleasure grounds, well-stocked gardens with pinery, vinery, green-house and orchard-house, park-like paddocks adorned with noble timber, stabling for eight horses, and double coach-house; complete farm homestead, and two gardners' cottages. The whole lying in a ring fence, and comprising 28 acres. The residence contains four spacious reception-rooms, library, 10 best bed-chambers, two dressing-rooms, five secondary and servants' bed-rooms and commodious domestic offices. This highly eligible property is on a gravelly soil, with good water; is in a salubrious locality, abounding with the best society and good roads, and near the meets of Her Majesty's staghounds and foxhounds. The whole or a portion of the superior furniture may be purchased at a fair valuation.—For particulars and orders to view apply to Messrs. Mansell and Elliott, Land Agents and Surveyors, 13A, Belgrave-square, S.W.

Campden-hill, Kensington.—Highly valuable long leasehold Family Mansion, with beautifully timbered lawns, pleasure grounds, productive gardens, large vinery, greenhouse, stabling for seven horses, and double coach-house; in all upwards of four acres, with possession.

MESSRS. MANSELL & ELLIOTT are favoured with instructions to SELL by AUCTION, at the Westminster Palace Hotel, Victoria-street, on THURSDAY, July 14, at two for three o'clock precisely (unless an acceptable offer shall be previously made by Private Contract.

The GROUND LEASE of the highly distinguished FAMILY MANSION, known as "Bute House," Campden-hill, most delightfully situate in the preferable part of that elevated and salubrious position, commanding extensive views of the Surrey hills, with its complete attached and detached offices, stabling for seven horses, double coach-house, greenhouse, and hothouse stored with the choicest vines in full bearing, extensive and well-kept lawn adorned with noble timber and choice shrubs, French flower garden, with fish pond, two kitchen gardens, and gardener's cottage; the whole comprising upwards of four acres, and forming one of the most perfect suburban properties, and yet within ten minutes' walk of Kensington-gardens and three quarters of a mile of the Royal Horticultural Gardens. The mansion, which is well placed with south aspect, stands on a gravelly soil, is substantially built, and contains entrance-hall and vestibule, noble suite of five reception rooms, consisting of a charming and elegant drawing-room 28ft. 6 by 20ft. 6, with broad balcony and verandah; excellent dining-room 30ft. 6 by 16ft. 6, library, study, and gentleman's-room 17ft. by 13ft. 6, approached by a stone staircase to first floor are five very superior best bed-chambers, and on upper floor are two large nurseries, six secondary and servants' bed-rooms, and housemaid's closet. The domestic offices, which are replete with convenience, consist of servants' hall, butler's and footman's pantries, still-room housekeeper's room, wine cellar, store and china closets, lofty and spacious kitchen, scullery, two larders, and laundry. Detached is an artist's studio or billiard-room with ante-room. The whole is held direct from the freeholder, for a long term unexpired, at the low ground-rent of £105 per annum.

The premises may be viewed by orders only from the auctioneers. Printed particulars, with lithographed plans, may be had 10 days prior to the sale, at the Westminster Palace Hotel, Victoria-street; of Messrs. Stephens, Solicitors, 30, Bedford-row, W.C.; and at the offices of Messrs. Mansell and Elliott, Land Agents, Auctioneers, and Surveyors, 13A, Belgrave-square, S.W.